



Fire • Emergency Medical • Parks & Recreation

ELK GROVE COMMUNITY SERVICES DISTRICT

8820 Elk Grove Boulevard

Elk Grove, CA 95624

(916) 685-7069

(916) 685-5216 - FAX

www.egcsd.ca.gov

A G E N D A (R E V I S E D)

*Your Independent Local Government Agency Providing
Parks, Recreation, Fire and Emergency Medical Services*

REGULAR BOARD OF DIRECTORS MEETINGS ARE HELD:
1st and 3rd Tuesdays

REGULAR BOARD MEETING

TUESDAY, MAY 3, 2005 – 6:30 p.m.

EGCSD Administration Building - Board Room

8820 Elk Grove Boulevard

Elk Grove, CA

BOARD MEMBERS

Elliot Mulberg,	President
Elaine Wright,	Vice President
Gil Albiani,	Board Member
Gerald Derr,	Board Member
Douglas McElroy,	Board Member

STAFF

Donna L. Hansen,	General Manager & Secretary of the Board
Keith Grueneberg,	Fire Chief
Vacant,	Administrator of Parks & Recreation
Jeff Ramos,	Administrative Services Director

ELK GROVE COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING AGENDA (REVISED)
MAY 3, 2005 – 6:30 P.M.

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All items submitted for the EGCSO Agenda must be in writing. The deadline for submitting these items is 4:00 P.M. on the Monday, one week prior to the meeting. The Secretary of the Board receives all such items.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. Roll Call.
2. Pledge of Allegiance.

B. ANNOUNCEMENTS/PRESENTATIONS

1. Accept the Certificate of Award for Excellence in Operational Budgeting from the California Society of Municipal Finance Officers – Information (J. Ramos)
2. Accept the Certificate of Award for Outstanding Financial Reporting from the California Society of Municipal Finance Officers – Information (J. Ramos)
3. Letter of Appreciation – Verbal Report (Donna Hansen)

1-2

3-4

5-6

C. GENERAL MANAGER/DEPARTMENT HEAD REPORTS

1. General Manager – Verbal Report (D. Hansen)
2. Administrative Services Department – Verbal Report (J. Ramos)
3. Parks & Recreation Department – Verbal Report (Z. Jones)
4. Fire Department – Verbal Report (K. Grueneberg)

D. COMMUNICATIONS FROM THE PUBLIC

This is the time and place for the general public to address the Board of Directors. State law prohibits the Board from addressing any items not previously included on the Agenda. The Board of Directors may receive testimony and set the matter for a subsequent meeting. Comments are to be limited to three minutes per individual at the discretion of the President. Individuals representing a group or an organization shall be permitted five minutes. Comments relating to similar issues should be brief, concise and non-repetitious. Speakers should state their home or business address when commenting to the Board.

1. None

E. CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They will be acted upon by the Board at one time without discussion. Any item may be removed by a Board Member or member of the audience for discussion.

1. Approve the April 19, 2005 Regular Board meeting minutes.
2. Approve the April 20, 2005 Special Board meeting minutes.

7-10

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E. CONSENT CALENDAR (CONTINUED)

- | | |
|---|-------|
| 3. Approve Resolution Nos. 2005-54 through 2005-67, accepting various parkland deeds, landscape corridor deeds, and easements for landscape maintenance and recreation. | 12-69 |
| 4. Approve Resolution No. 2005-70, rejecting in whole the claim filed by Alicia Zaragoza. | 70-71 |
| 5. Approve Resolution No. 2005-71, rejecting in whole the claim filed by Arnulfo Zaragoza. | 72-73 |
| 6. Approve Resolution No. 2205-72, rejecting in whole the claim filed by the estate of Ricardo Zaragoza. | 74-75 |
| 7. Accept Marcel Iorga's application for leave to present a late claim; and approve Resolution No. 2005-73, rejecting in whole the claim filed by Marcel Iorga. | 76-77 |
| 8. Authorize staff to enter into a professional services contract for landscape architect services with Hollingshead, Matsuoka & Associates (H&M); and authorize the General Manager to execute the professional services contract. | 79-85 |

F. ADVERTISED PUBLIC HEARINGS

The following item(s) have been advertised and/or posted as public hearings as required by law. The President will open the meeting to receive public testimony.

- | | |
|--|---------|
| 1. Adoption of the Land Use and Development Plan and Environmental Documents for Ehrhardt Oaks Park in East Franklin; adoption of Resolution No. 2005-68, certifying the negative declaration; and certify the "Lead Agency Final Determination of Exemption from AB 3158 Environmental Review Fee – Information/Action (F. Bremerman) | 85A-85G |
|--|---------|

G. PUBLIC HEARINGS

The following item(s) have no legal publication or posting requirements. The President will open the meeting to receive public testimony.

1. None

H. STAFF REPORTS

The following items do not legally require any public testimony, although the President may open the meeting for public input.

- | | |
|--|-------|
| 1. Award the contract for pavement replacement of Fire Station 74R (Laguna Park Drive) to Younger General Contractors as the lowest responsible bidder for \$246,000; and authorize the General Manager to execute all necessary documents and expend funds for necessary permits, testing, equipment, contingencies, and architectural and engineering fees to insure the station pavement replacement – Information/Action (S. Foster) | 86-87 |
| 2. Authorize the General Manager to contract with Sac County Sheriff's Department for year round Sheriff's Off-duty Program Security Services for District facilities/parks; approve funding up to \$130,000 for total cost of services; and approve \$32,000 for the purchase of a District-owned security vehicle for use in the program – Information/Action (K. Goesch) | 88-95 |

ELK GROVE COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING AGENDA (REVISED)
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H. STAFF REPORTS (CONTINUED)

3. Receive verbal report on Playground Partners' community-built playground at Morse Park - Information (F. Bremerman)

I. BOARD OF DIRECTORS BUSINESS

This is the time and place for Board of Directors business.

- I. None

J. COMMUNICATIONS FROM THE PUBLIC

This is the time and place for the general public to address the Board of Directors. State law prohibits the Board from addressing any issue not previously included on the Agenda. The Board of Directors may receive testimony and set the matter for a subsequent meeting. Comments are to be limited to three minutes per individual. Individuals representing a group or an organization shall be permitted five minutes.

K. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

This is the time for the Board of Directors to identify the items they wish to discuss at a future meeting. These items will not be discussed at this meeting, only identified for a future meeting. This is also the time for scheduling of Board Committee meetings.

L. ADJOURNMENT TO EXECUTIVE SESSION

If necessary, the Meeting will be adjourned to Executive Session to discuss personnel matters and/or property negotiations. At the conclusion of the Executive Session, the Meeting will reopen to regular session.

M. EXECUTIVE SESSION

N. REOPEN REGULAR MEETING

O. ADJOURNMENT

STAFF REPORT



DATE: May 3, 2005

TO: Board of Directors

FROM: Jeff Ramos, Administrative Services Director

SUBJECT: **CERTIFICATE OF AWARD FOR EXCELLENCE IN OPERATIONAL BUDGETING**

RECOMMENDATION

That the Board of Directors accepts the Certificate of Award for Excellence in Operational Budgeting from the California Society of Municipal Finance Officers.

BACKGROUND

We are pleased to announce the California Society of Municipal Finance Officers (CSMFO) has presented the Elk Grove CSD with the Certificate of Award for Excellence in Operational Budgeting for the 2004-05 Elk Grove CSD Budget submitted last November.

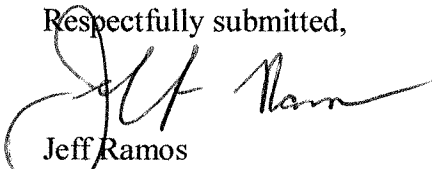
This is the second year the District has received CSMFO's Award for Excellence in Operational Budgeting.

This certificate recognizes highly professional budget documents and the underlying budgeting process through which the budget is implemented for special districts throughout California.

A copy of the certificate is attached.

Should you have any questions, please call me.

Respectfully submitted,


 Jeff Ramos
 Administrative Services Director

Attachment

California Society of Municipal Finance Officers

Certificate of Award

Excellence in Operational Budgeting 2004-05

Presented to

Elk Grove Comm. Services Dist.

*This certificate recognizes Excellent Achievement in Operational Budgeting and reflects an outstanding budget document
and the underlying budgeting process through which the budget is implemented.*

February 24, 2005



Agnes J. Walker

Agnes Walker
Chair, Budgeting & Financial Management

Dedicated to Excellence in Municipal Financial Management

STAFF REPORT



DATE: May 3, 2005

TO: Board of Directors

FROM: Jeff Ramos, Administrative Services Director

SUBJECT: **CERTIFICATE OF AWARD FOR OUTSTANDING FINANCIAL REPORTING**

RECOMMENDATION

That the Board of Directors accepts the Certificate of Award for Outstanding Financial Reporting from the California Society of Municipal Finance Officers.

BACKGROUND

We are pleased to announce the California Society of Municipal Finance Officers (CSMFO) has presented the Elk Grove CSD with the Certificate of Award for Outstanding Financial Reporting for the 2003-04 Comprehensive Annual Financial Report (CAFR) submitted last December.

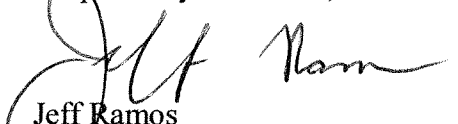
This is the fifth year in a row the District has received CSMFO's Award for Outstanding Financial Reporting.

Similar to the GFOA award, this certificate recognizes outstanding financial reporting and dedication to financial management for special districts throughout California. Because the award is presented to special districts operating within California, the criteria for recognition are geared towards the additional reporting and regulatory requirements unique to California.

A copy of the certificate is attached.

Should you have any questions, please call me.

Respectfully submitted,


 Jeff Ramos
 Administrative Services Director

Attachment

ELK GROVE COMMUNITY SERVICES DISTRICT

Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services

California Society of Municipal Finance Officers

Certificate of Award

Outstanding Financial Reporting 2003-2004

Presented to the

Elk Grove Community Services District

*This certificate is issued in recognition of meeting professional standards and criteria in reporting
which reflect a high level of quality in the annual financial statements
and in the underlying accounting system from which the reports were prepared.*

February 24, 2005

Sandra S. Schmidt

Sandra Schmidt, Chair
Professional & Technical Standards Committee

Dedicated to Excellence in Municipal Financial Management



STAFF REPORT

DATE: May 3, 2005
 TO: Board of Directors
 FROM: Karen Liu-Blaschke, Administrative Assistant
 SUBJECT: CORRESPONDENCE OF APPRECIATION



RECOMMENDATION:

Receive and file correspondence of appreciation to the EGCSO.

BACKGROUND/ANALYSIS:

Enclosed is an e-mail of gratitude and appreciation from Paula Fendick, a local Girl Scout Troop leader, whose troop was excluded from the Western Festival Parade due to a misunderstanding within the Girl Scout Council. With the assistance of Recreation Coordinator *Jeri Retzlaff*, the matter was resolved and Ms. Fendick is happy to announce her troop will now participate in the parade.

As always, thanks to the dedicated employees of the Elk Grove CSD for going above and beyond the call of duty.

Respectfully submitted,

Karen Liu-Blaschke
 Administrative Assistant - Operations

Attachment

Donna

From: Fendick, Paula@HHSDC [mailto:PFendick@HHSDC.CA.GOV]
Sent: Tuesday, April 26, 2005 4:53 PM
To: Donna Hansen
Cc: Jeri Retzlaff
Subject: Thank you

Donna,

I just wanted to drop a line to let you know how helpful Jeri was today with a last minute detail that we needed done. Our girl scout troop was excluded from the parade due to a big misunderstanding within our girl scout council. Our contact told us there was no way we could participate in the parade on Saturday after we had collected signatures, conducted a meeting with our troop and told our girls they would be in the parade.

I called and spoke to Jeri today, confessed my story and within five minutes she had paperwork faxed to me and my girls were in the parade. I am so grateful for her wonderful customer service and generosity to me. This parade means so much to the girls and Jeri made everything transparent to me. Please accept this letter of appreciation and gratitude towards Jeri, it is the small things in life then mean so much to us. Jeri, thank you again. I will be in touch with you tomorrow in regards to our little slogan.

Paula Fendick
Budget Analyst
HHSDC
(916) 454-8144
(916) 739-7779 Fax
pfendick@hhsdc.ca.gov

/27/2005

**ELK GROVE COMMUNITY SERVICES DISTRICT
MINUTES OF A REGULAR BOARD MEETING
Tuesday, April 19, 2005
EGCSD Administration Building**

DRAFT

ATTENDANCE:

Directors present included Gil Albiani, Gerald Derr, Doug McElroy, Elliot Mulberg, and Elaine Wright.

General Manager Donna Hansen, Fire Chief Keith Grueneberg, and Administrator Services Director Jeff Ramos were also present, as was CSD Legal Counsel Bob Kingsley.

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

1. President Mulberg called the meeting to order at 6:30 p.m.
2. Recreation Supervisor Zach Jones led the Pledge of Allegiance.

B. ANNOUNCEMENTS/PRESENTATIONS

1. To coincide with National Volunteer Month, the Board along with Volunteer Coordinator Emily O'Hair, recognized outstanding volunteers who collectively donated 33,000 hours to the CSD in the past 12 months. Acknowledgements for the evening are as follows:

Plaques were presented to the following people who contributed more than 50 hours individually or more than 100 hours as a group.

EGACT – Barbara Smith (107 hours)	Dyric Ramirez (200 hours)
Gregory Brice (189 hours)	Jane Morey (84 hours)
Elk Grove Lions – Jerry Salamy (138 hours)	Kristyn Hummer (55 hours)
Lindsay Smith (77 hours)	Shai Reiswig (340 hours)
EGACT – Maria Dias (176 hours)	

Special Certificates were presented to the following individuals for contributing their time in assisting or completing special projects:

Charles Smith (19 hours)	Greg Kennedy (12 hours)
The Yee Family (26 hours)	

Certificates were provided to the following individuals who contributed between 25 to 50 hours individually or between 75 to 99 hours as a group:

Paula Duncan (50 hours)	Kamira Howard (44 hours)
Binod Panda (44 hours)	Fred Day (40 hours)
Ed Pert (40 days)	Ya Chang (39 hours)
Kevin Tateyama (36 hours)	Maggie Toole (36 hours)
Saleem Shah (34 hours)	Bradford Melliush (32 hours)
Kevin Moriarty (32 hours)	Andrea Johnson (31 hours)
Cristina Acosta (30 hours)	Baryo Dee (30 hours)
Brandon Simpson (27 hours)	Sarah Dominiak (25 hours)
Lindsay Goins (25 hours)	Bill & Carol Johnson (25 hours)
Michelle Largent (25 hours)	Steve Brown (24 hours)

C. COMMUNICATIONS FROM THE PUBLIC

- I. None

D. CONSENT CALENDAR

1. The Board approved the April 5, 2005 *Special* Board Meeting minutes. Albiani-Derr, unanimous.
2. The Board approved the April 5, 2005 *Regular* Board Meeting minutes. Albiani-Derr, unanimous.
3. The Board approved the April 7, 2005 *Special* Board Meeting minutes. Albiani-Derr, unanimous.
4. The Board ratified payment of the March 2005 bills and payroll for the EGCSO; and received and filed the Budget Status Reports for the month of March 2005. Wright-Derr, Albiani, Mulberg – yes; McElroy –abstain.
5. The Board approved the revised FY 2005-06 budget schedule for the CSD General Fund and the District Wide Landscape & Lighting Assessment District, with the May 24, 2005 Parks & Recreation Department budget presentation rescheduled to the May 17, 2005 regular Board meeting. Albiani-Derr, unanimous.
6. The Board approved Resolution No. 2005-45, 2005-46, and 2005-47, authorizing the District to apply for grant funds under the provisions of the Land and Water Conservation Fund for the Colton Park, the Elk Grove Regional Park, and the Kloss Park renovations. Albiani-Derr, unanimous.
7. The Board approved Resolution No. 2005-51, declaring the weeds on the properties listed a public nuisance and establishing July 5, 2005 as the public hearing date. Albiani-Derr, unanimous.
8. The Board approved Resolution No. 2005-52, directing the preparation and filing of the Engineer's Report for FY 2005-06 for the District Wide Landscape & Lighting Assessment District. Derr-Wright, unanimous.
9. The Board approved Resolution No. 2005-53, in honor of Jan Rau for her contributions to the Elk Grove community. Albiani-Derr, unanimous.
10. The Board approved a reimbursement to Forecast Homes for Johnston Park improvements within East Franklin for a total of \$388,079.85. Albiani-Derr, unanimous.
11. The Board awarded the contract for the repair and improvement of roadways in Elk Grove Regional Park to Granite Construction Company for the amount of \$414,000, plus 10% (\$41,400) for contingencies; and authorized the General Manager to sign the Contract Completion Notice upon acceptance of the project. Albiani-Derr, unanimous.
12. The Board authorized staff to enter into a professional services contract with Cooperative Personnel Services for recruitment of a Parks & Recreation Administrator for an amount not to exceed \$11,500, plus actual out-of-pocket expenses; and authorized the General Manager to execute the professional services contract after appropriate Legal Counsel review. Albiani-Derr, unanimous.

E. ADVERTISED PUBLIC HEARINGS

- I. None

F. PUBLIC HEARINGS

- I. None

G. STAFF REPORTS

1. The Board received a summary of the March 31st incident at the Laguna Community Park Skate Park from Recreation Supervisor Kelly Crowder. Staff's recommendations to enhance security measures at the facility will be forwarded to the Board for consideration.
2. Due to the fact the "Rock Out to Knock ALS" fundraiser, originally scheduled and paid for in October 2004 was rained out, the Board waived the \$575 park rental fee at Elk Grove Regional Park (Strauss Island) as a reschedule of the production to June 25, 2005. It was determined any additional clean-up expenses incurred will be the responsibility of the event promoters. Wright-Derr, unanimous.

H. BOARD OF DIRECTORS BUSINESS

1. The Board cast a vote for Elliot Mulberg as Special District Commissioner to LAFCo – Office No. 7 - Albani-Derr, unanimous; and cast a vote for Gay Jones as Alternate Special District Commissioner to LAFCo – Office No. 7 - McElroy-Wright, unanimous.
2. Fire Committee – Director Derr – No report.
3. Parks and Recreation Committee – Director Wright – No report.
4. Budget/Finance/Insurance Committee – Director McElroy – No report.
5. Policies & Procedures Committee – Director McElroy – No report.
6. Strategic Planning Committee – Director Albani – No report.
7. Fire Communications Board – Director McElroy indicated evaluation of the Center Manager was conducted at a recent meeting; direction was given to the Personnel Committee to work with the Center Manager to implement changes recommended.
8. Senior Center Board – Director Mulberg reported with the resignation of the Senior Center Director, Board member Peggy has been serving in that capacity. Director Wright, Alternate CSD liaison will be attending the next Center Board meeting on behalf of Elliot Mulberg.
9. Local Agency Formation Commission (LAFCo) – President Mulberg reported LAFCo's budget for next year is being reviewed, to include a raise for LAFCo staff and the recruitment for an Assistant Clerk as Marilyn Flemmer is retiring; upcoming issues include the annexation of parts of Yolo County to SMUD.
10. Sacramento County Treasury Oversight Committee – Jeff Ramos - No report.
11. Miscellaneous Report – President Mulberg distributed a list of upcoming park dedications identifying master of ceremonies for each event. General Manager Hansen announced the District's 20th anniversary celebrations will coincide with the July 23rd Fire Station 74 re-dedication.
12. Director Wright gave a brief overview of Sacramento Metro Chamber's Cap-to-Cap Trip, which proved to be invaluable and productive in terms of networking with Legislators and presenting the District's FY 2006 appropriations request for five projects. General Manager Hansen and Directors Albani and Wright also met with staff of the District's lobbying firm, Patton & Boggs.

I. COMMUNICATIONS FROM THE PUBLIC

1. None

J. IDENTIFICATION OF ITEMS FOR FUTURE MEETING

1. Director McElroy requested an update of staff's participation in Playground Partners' fundraising efforts for the proposed community-built playground at Morse Park.
2. Director Wright asked staff to determine the need to plant more canopy trees in the District, as recommended by the Sacramento Tree Foundation.

K. ADJOURNMENT TO EXECUTIVE SESSION

1. President Mulberg adjourned to an Executive Session at 8:20 p.m.

L. EXECUTIVE SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS -
(Agency Designated Representatives – CSD General Manager and CSD Legal Counsel) –
Fire Management Employees Organization; Fire Fighters Local 522; Non-represented
Employees: Various Titles (*Government Code Section 54957.6 – Personnel Matters*)

M. REOPEN REGULAR MEETING

The Board returned from Closed Session to reconvene the special meeting at 9:28 p.m. President Mulberg announced direction was given to staff to meet and confer with District's Legal Counsel with regards to Labor Negotiations.

N. ADJOURNMENT

With no further business, President Mulberg adjourned the regular meeting at 9:30 p.m.

Respectfully submitted,

Donna L. Hansen
Secretary of the Board

**ELK GROVE COMMUNITY SERVICES DISTRICT
MINUTES OF A SPECIAL BOARD MEETING
Wednesday, April 20, 2005 – 4:00 to 6:00 p.m.
EGCSD Administration Building**

DRAFT

ATTENDANCE:

Directors present included Gil Albani, Gerald Derr, Doug McElroy, Elliot Mulberg, and Elaine Wright.

General Manager Donna Hansen, Administrative Services Director Jeff Ramos, and District's Legal Counsel Ann Siprelle were also in attendance.

I. CALL TO ORDER

President Mulberg called the meeting to order at 4:05 p.m.

2. CLOSED EXECUTIVE SESSION ITEM:

With no request to speak, President Mulberg recessed to a closed session at 4:06 p.m. to discuss the following item:

- a) CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Pursuant to Government Code Section 54956.9 (a)
Elk Grove Community Services District vs. City of Elk Grove,
Sacramento Superior Court Case No. 05A200612

3. RECONVENE SPECIAL MEETING:

The Board returned from Closed Session to reconvene the special meeting at 5:58 p.m. President Mulberg announced Board direction was given to the District's Legal Counsel with regards to existing litigation.

4. ADJOURNMENT

With no other business, President Mulberg adjourned the Special Board meeting at 6:00 p.m.

Respectfully submitted,

Donna L. Hansen
General Manager

STAFF REPORT



DATE: May 3, 2005
TO: Board of Directors
FROM: Fred Bremerman, Superintendent
 Advance Planning and Operations
THROUGH: Donna L. Hansen, General Manager

**SUBJECT: APPROVAL OF DEED RESOLUTIONS NO. 2005-54 THROUGH 2005-67
 ACCEPTING PARKLAND DEEDS, LANDSCAPE CORRIDOR DEEDS, AND
 EASEMENTS FOR LANDSCAPE MAINTENANCE AND RECREATION**

RECOMMENDATION

That the Board of Directors approves the attached resolutions accepting deeds for parkland, landscape corridors, and easements for landscape maintenance and recreation.

BACKGROUND/ANALYSIS

Attached are deeds and resolutions for parkland, landscape corridors, and landscape maintenance and recreation easements. Please refer to the attached maps for further information on parcel locations. According to specifications approved by EGCSO, the projects being deeded to the District have been improved and accepted for maintenance.

Items #1 through #13 are deeds accepting real property. Items #14 is a landscape maintenance and recreation easement.

- 1) Resolution #2005-54 – Sheldon Estates II Unit 2, Lot E located on Beckington Drive. This is a portion of MacDonald Park, totaling 1.08 acres in size and valued at \$108,000 based on EGCSO calculations of \$100,000 value per acre of parkland.
- 2) Resolution #2005-55 – Fieldstone Unit 3B, Lot A located on Ridgerock Drive. This is a portion of Fieldstone Community Park, totaling 1.5 acres in size and valued at \$150,000 based on EGCSO calculations of \$100,000 value per acre of parkland.
- 3) Resolution #2005-56 – Fieldstone Unit 3A, Lots A, B and C located on Mainline Drive. Lot A is a portion of the Fieldstone Community Park, totaling 10.6 acres in size and valued at \$1,060,000 based on EGCSO calculations of \$100,000 value per acre of parkland. Lot B and C are landscape corridors, totaling 1.02 acres in size and valued at \$510 based on EGCSO calculations of \$500 per acre of corridor.
- 4) Resolution #2005-57 – Vista Creek Village, Unit 2, Lot A located on Jordan Ranch Road and Didorwill Ct. This is Vista Creek Park, totaling 1.72 acres in size and valued at 172,000 based on EGCSO calculations of \$100,000 value per acre of parkland.

ELK GROVE COMMUNITY SERVICES DISTRICT

Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services

- 5) Resolution #2005-58 – Laguna Gateway Phase 2, Lot 11, located on Laguna Blvd. This trail corridor is .48 acre in size and valued at \$240 based on EGCS D calculations of \$500 value per acre of corridor.
- 6) Resolution #2005-59 – Backer Ranch, Unit 6 Lots A and B located on Bruceville Road. These corridors are .68 acres in size and valued at \$340 based on EGCS D calculations of \$500 value per acre of corridor.
- 7) Resolution #2005-60 – Backer Ranch, Unit 1 Lots A, B and C located on Elk Grove Blvd. These corridors are .62 acres in size and valued at \$310 based on EGCS D calculations of \$500 value per acre of corridor.
- 8) Resolution #2005-61 – Backer Ranch, Unit 5, Lot D located on Backer Ranch Road and Toscano Drive. This corridor is .13 acres in size and valued at \$65 based on EGCS D calculations of \$500 value per acre of corridor.
- 9) Resolution #2005- 62 – Backer Ranch, Unit 2 Lots A, B and C located on Backer Ranch Road and Toscano Drive. These corridors are 2.25 acres in size and valued at \$1,635 based on EGCS D calculations of \$500 value per acre of corridor.
- 10) Resolution #2005-63 – Bond Ridge, Unit 1, Lots A, B and C. These corridors are 3.27 acres in size and valued at \$1,635 based on EGCS D calculations of \$500 value per acre of corridor.
- 11) Resolution #2005-64 – Elliott Ranch East, Lot A located on Franklin Blvd. This corridor is .66 acres in size and valued at \$330 based on EGCS D calculations of \$500 value per acre of corridor.
- 12) Resolution #2005-65 – Elk Grove Greens Unit No. 2, Lots A and B located on Fire Poppy Drive. These corridors are .41 acres in size and valued at \$205 based on EGCS D calculations of \$500 value per acre of corridor.
- 13) Resolution #2005-66 – Waterman Ranch Unit No. 1, Lots A, B, C, D and E located on Mainline Drive. Lot C is Gates Park, totaling 2.45 acres and valued at \$245,000 based on EGCS D calculations of \$100,000 per acre. Lots A, B, D, and E are corridors, 5.13 acres in size and valued at \$2,565 based on EGCS D calculations of \$500 value per acre of corridor.
- 14) Resolution #2005-67 – Laguna Gateway Phase 2, Landscape Maintenance and Recreation Easement located on Laguna Blvd. and Big Horn Blvd.

Should you have any questions, please contact me prior to the Board meeting.

Respectfully Submitted,



Fred J. Bremerman, Superintendent
Advance Planning and Operations

ELK GROVE COMMUNITY SERVICES DISTRICT

Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services

ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-54

RESOLUTION ACCEPTING DEED BY THE ELK GROVE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS TO REAL PROPERTY

**Sheldon Estates II Unit 2, Lot E
APN 116-1460-027 (Parkland)**

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from **Boulder Glen Investors, a California General Partnership**, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, **Boulder Glen Investors, a California General Partnership**, has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 21st day of March, 2003, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

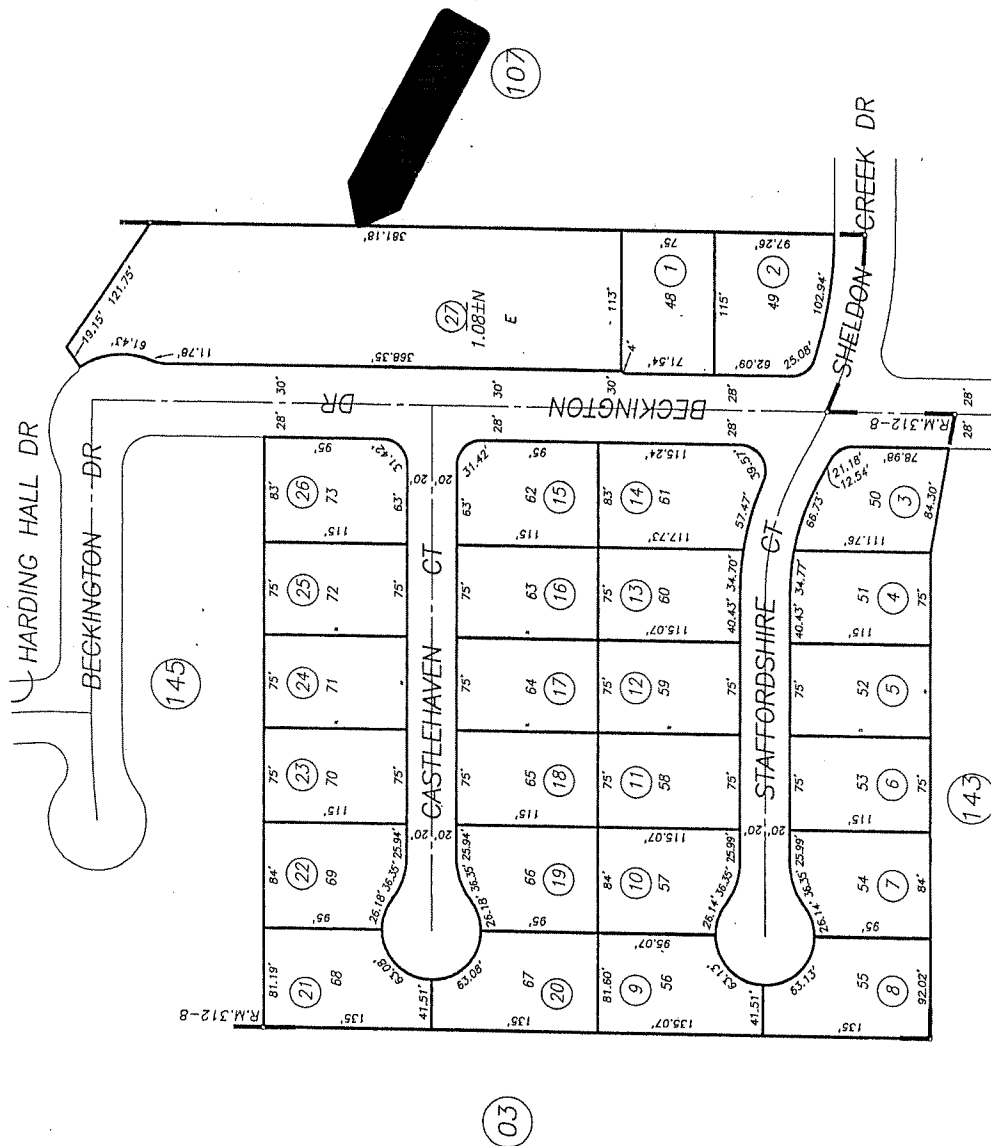
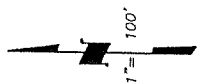
Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

POR. NW 1/4 SEC. 25, T.7N., R.5E., M.D.B.& M.



CITY OF ELK GROVE
Assessor's Map Bk. 116 Pg. 146
County of Sacramento, Calif.

Por. Sheldon Estates II Unit 2, R.M. 312, Pg.8 (03-21-2003)

RECORDING REQUESTED BY:

EL GROVE COMMUNITY
SERVICES DISTRICT

AND WHEN RECORDED MAIL THIS
DEED AND TAX STATEMENT TO:

EL GROVE COMMUNITY
SERVICES DISTRICT

Title Order No.
Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Grantor declares:

Documentary Transfer Tax: \$

— COMPUTED ON FULL VALUE OF
PROPERTY CONVEYED,

— OR COMPUTED ON FULL VALUE LESS
LIENS AND ENCUMBRANCES REMAINING
AT TIME OF SALE.

Signature of Declarant or Agent determining tax. Firm
Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

BOULDER GLEN INVESTORS, A California General Partnership

Hereby GRANT (S) to

ELK GROVE COMMUNITY SERVICES DISTRICT, A Political Subdivision of the State of California

The following described real property in the City of Elk Grove, County of Sacramento, State of California:

Lot E, map of "Sheldon Estates II Unit 2", filed 3/21, 2003, Map Book 312, Page 8, Sacramento County Records.

BOULDER GLEN INVESTORS,
A California General Partnership



MICHAEL N. WITT
MANAGING GENERAL PARTNER

Date: 2-14-03

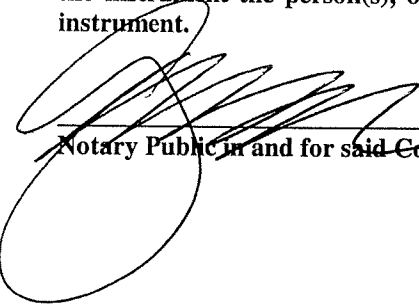
STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)

On February 14, 2003 before me, Gail Hale

The undersigned Notary Public in and for said County and State, personally appeared _____

Michael N. With

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public in and for said County and State



ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-55

RESOLUTION ACCEPTING DEED BY THE ELK GROVE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS TO REAL PROPERTY

Fieldstone Unit 3B, Lot A
APN 134-0870-001 (Parkland)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from **Western Pacific Housing, Inc., a Delaware Corporation**, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, **Western Pacific Housing, Inc., a Delaware Corporation** has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 9th day of March, 2005, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

A.P.N.:

Grant Deed - continued

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Elk Grove Community Services District
8820 Elk Grove Blvd., Suite 3
Elk Grove, CA 95624

Space Above This Line for Recorder's Use Only

A.P.N.:

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0.00; CITY TRANSFER TAX (\$0.00;
SURVEY MONUMENT FEE \$

- [] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[] unincorporated area; [] City of , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Western Pacific Housing, Inc., a Delaware corporation
Successor by Merger to Western Pacific Housing-Fieldstone, LLC,
a Delaware limited liability company

hereby GRANT(s) to

Elk Grove Community Services District

the following described property in the City of Brentwood, County of Contra Costa, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF.

Dated: March 9, 2005

Western Pacific Housing, Inc.,
a Delaware corporation
Successor by merger to Western Pacific Housing-Fieldstone, LLC,
a Delaware limited liability company

By: Robert Selders
Name: Robert Selders
Its: Vice President

Exhibit "A"

That certain property situate in the State of California, County of Sacramento, Unincorporated Area, described as follows:

Lot A as shown on that certain map entitled, "Fieldstone Unit 3B", filed in the Office of the County Recorder of Sacramento County, California, on November 14, 2001, in Book 292 of Maps, at Page 5

STATE OF CALIFORNIA }

COUNTY OF Contra Costa

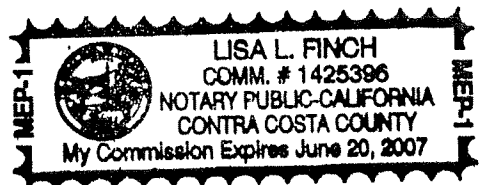
ON 3/9/05 BEFORE ME Lisa L. Finch

PERSONALLY APPEARED Robert W. Linder

(☒) PERSONALLY KNOWN TO ME -OR- (☐) PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

WITNESS MY HAND AND OFFICIAL SEAL

Lisa L. Finch



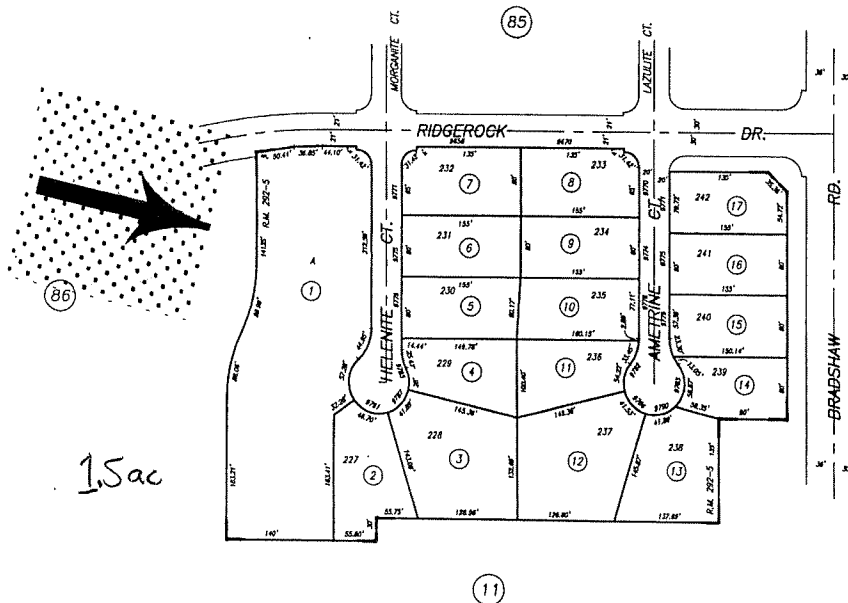
MetroScan / Sacramento (CA)

Owner	: Western Pacific Housing Fieldstone Llc	Parcel	: 134 0870 001 0000
CoOwner	:	Land	: \$126,118
Site	: Mainline Dr Elk Grove 95624	Struct	:
Mail	: 1210 Central Blvd Brentwood Ca 94513	Other	:
Xfered	: 10/03/2000 Doc # : 1188	Total	: \$126,118
Price	:	Exempt	:
LoanAmt	: Deed : Grant Deed	Type	:
VestTyp	: Loan :	% Imprv	:
Lender	: IntTy :	% Owned	:
LandUse	: IAAAAA Vacant,Residential <10ac	TaxArea	: 07085
Zoning	: Rd 3 County Rd3.. Residential	04-05 Tax	: \$1,521.38
Legal	:	OwnerPh	:
Census	: Tract : Block :	MapGrid	: 359 A7

Bedrms	:	Garage Sp	:	Stories	:	Condition	:
Bathrms	:	Patio	:	Acres	:	Appliances	:
Dining	:	Pool	:	LotSqFt	:	Year Built	:
Family	:	Spa/HtTub	:	Bldg SF	:	Foundation	:
Utility	:	Fireplace	:	GarSqFt	:	Solar Heat	:
TotalRm	:	CntlHt/AC	:	Bsmt SF	:		
Units	:	1stFlr SF	:	2ndFlrSF	:		
Roof Type	:						

POR SEC. 5, T. 6N., R. 6E., M.D.B. &M.

134-087



Por. Fieldstone Unit No. 3B, R.M. Bk. 292, Pg. 5 (11-14-2001)

CITY OF ELK GROVE
Assessor's Map Bk. 134 Pg. 087
County of Sacramento, Calif.

DEC 11 2001

ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-56

RESOLUTION ACCEPTING DEED BY THE ELK GROVE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS TO REAL PROPERTY

Fieldstone Unit 3A

APN 134-0860-006 Lot A (Parkland)

APN 134-0110-107 Lot B (Corridor)

APN 134-0110-108 Lot C (Corridor)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from **Western Pacific Housing-Fieldstone, LLC, a Delaware Limited Liability Company**, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, **Western Pacific Housing-Fieldstone, LLC, a Delaware Limited Liability Company** has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 31st day of May, 2001, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

RECORDING REQUESTED BY:
First American Title Co.

When Recorded Return to:

MAIL TAX STATEMENTS TO:

Space Above for Recorders Use

GRANT DEED

APN: 134-0110-~~006~~-0000

Esc. No.

The undersigned grantor declares:

DOCUMENTARY TRANSFER TAX \$ _____
[] Unincorporated Area [] City of _____
[] Computed on the consideration or value of property conveyed OR
[] Computed on the consideration or value less liens or
encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Western Pacific Housing-Fieldstone, LLC, a Delaware Limited Liability Company

do/does hereby GRANT(S) to

Elk Grove Community Service District

That certain property situated in the State of California, County of Sacramento, Unincorporated Area, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated: 5/31/01

Western Pacific Housing-Fieldstone, LLC,
A Delaware Limited Liability Company

By: LAMCO Housing Inc., a
California Corporation
Its Managing Member

By: Robert Selders
Robert Selders

Title: Vice President

Exhibit "A"

That certain property situated in the State of California, County of Sacramento, Unincorporated Area, described as follows:

Lots A, B and C as shown on that certain map entitled, "Fieldstone Unit No. 3A", filed in the Office of the County Recorder of Sacramento County, California, on 8-6-01, in Book 287 of Maps, at page 3.

STATE OF CALIFORNIA

COUNTY OF

Contra Costa

)
) ss
)

On May 31, 2001, before me, Sherrie Blum
Personally appeared Robert Selders
person known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature (s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

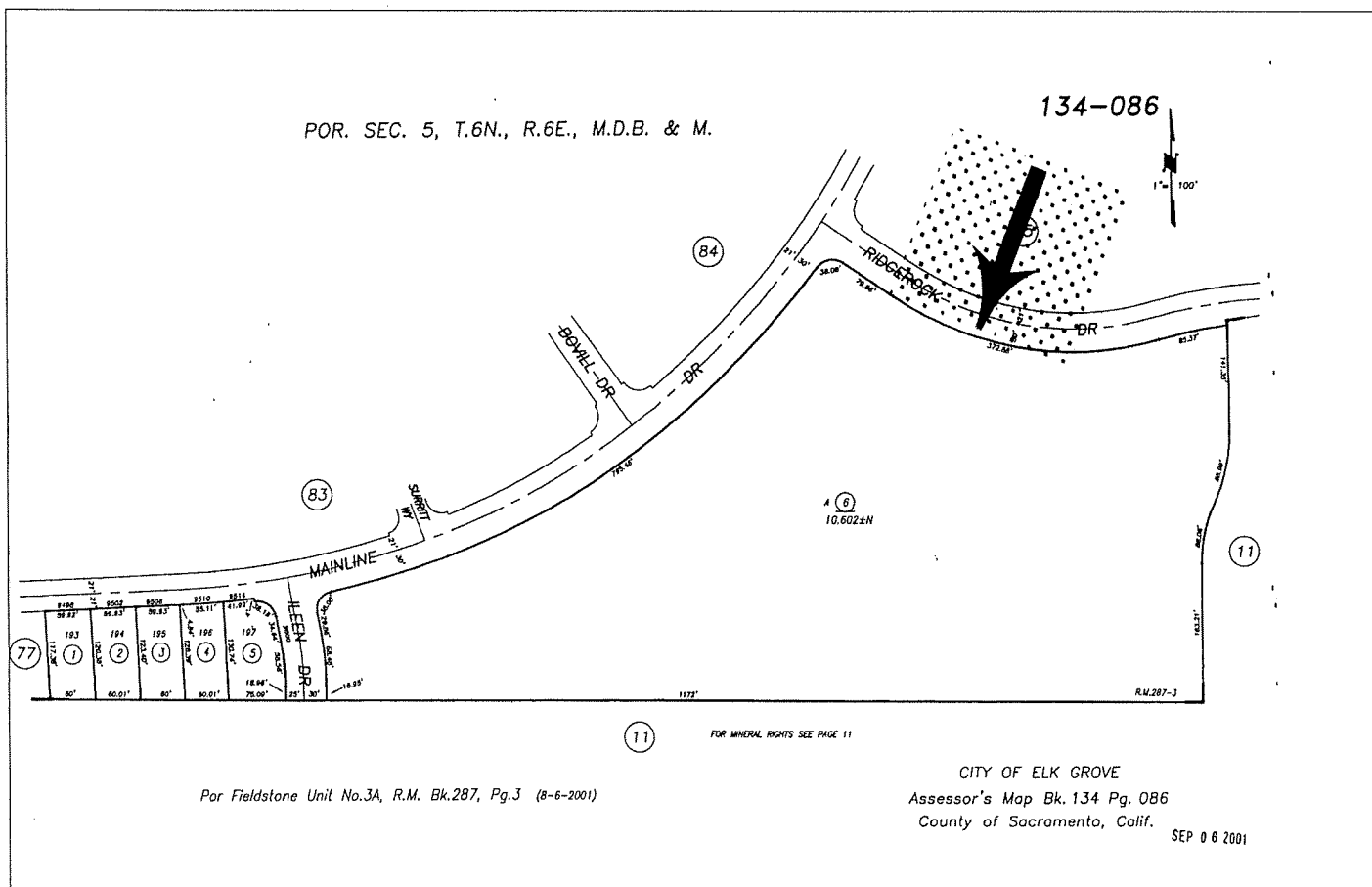
[Signature]



MetroScan / Sacramento (CA)

Owner	: Western Pacific Housing Fieldstone Llc	Parcel	: 134 0860 006 0000
CoOwner	:	Land	: \$798,047
Site	: Mainline Dr Elk Grove 95624	Struct	:
Mail	: 1210 Central Blvd Brentwood Ca 94513	Other	:
Xfered	: 10/03/2000 Doc # : 1188	Total	: \$798,047
Price	:	Exempt	:
LoanAmt	:	Type	:
VestTyp	:	% Imprv	:
Lender	:	% Owned	:
LandUse	: IABAAA Vacant, Residential 10-49ac	TaxArea	: 07085
Zoning	: Rd 3 County Rd3.. Residential	04-05 Tax	: \$8,410.14
Legal	:	OwnerPh	:
Census	: Tract : Block :	MapGrid	: 359 A7

Bedrms	:	Garage Sp	:	Stories	:	Condition	:
Bathrms	:	Patio	:	Acres	:	Appliances	:
Dining	:	Pool	:	LotSqFt	:	Year Built	:
Family	:	Spa/HtTub	:	Bldg SF	:	Foundation	:
Utility	:	Fireplace	:	GarSqFt	:	Solar Heat	:
TotalRm	:	CntlHt/AC	:	Bsmt SF	:		
Units	:	1stFlr SF	:	2ndFlrSF	:		
Roof Type	:						



LEGEND

- SECTION CORNER AS NOTED
- 1/4 CORNER AS NOTED
- RECORD DIMENSIONS PER 57 RS 24
- DIMENSION POINT
- SET 1 1/4" I.P.
- FND. 5/8" REBAR CAPED U.S. 5854
- SET 3/4" IRON PIPE W/PLUG U.S. 5854
- P.U.E. PUBLIC UTILITY EASEMENT
- P.E. PEDESTRIAN EASEMENT
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- SET 5/8" REBAR CAPED U.S. 5854 AT ALL REAR LOT CORNERS AND ALL FRONT LOT CORNERS OR 1" BRASS DISK U.S. 5854 AT 100' PROTECTION OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS

TRUSTEES STATEMENT

BANK ONE, ARIZONA, N.A. A NATIONAL BANKING ASSOCIATION AS TRUSTEE, UNDER DEED OF TRUST RECORDED DECEMBER 20, 2000 IN BOOK 200012-26, PAGE 0832, OFFICIAL RECORDS OF SACRAMENTO COUNTY, BY: Stephen O. Strathou, Vice President PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGEMENT

STATE OF ARIZONA) SS
COUNTY OF SACRAMENTO
ON THE 26th DAY OF April, 2001, BEFORE ME, Susan R. Filler, a Notary Public for said State, personally appeared, Stephen O. Strathou, of legal age, and known to me, or personally known to me, or whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument, and the contents of which the person acting executed the instrument, WITNESS MY HAND: Susan R. Filler PRINT NAME
COUNTY OF: Hanford
MY COMMISSION EXPIRES: December 31, 2004

TRUSTEES STATEMENT

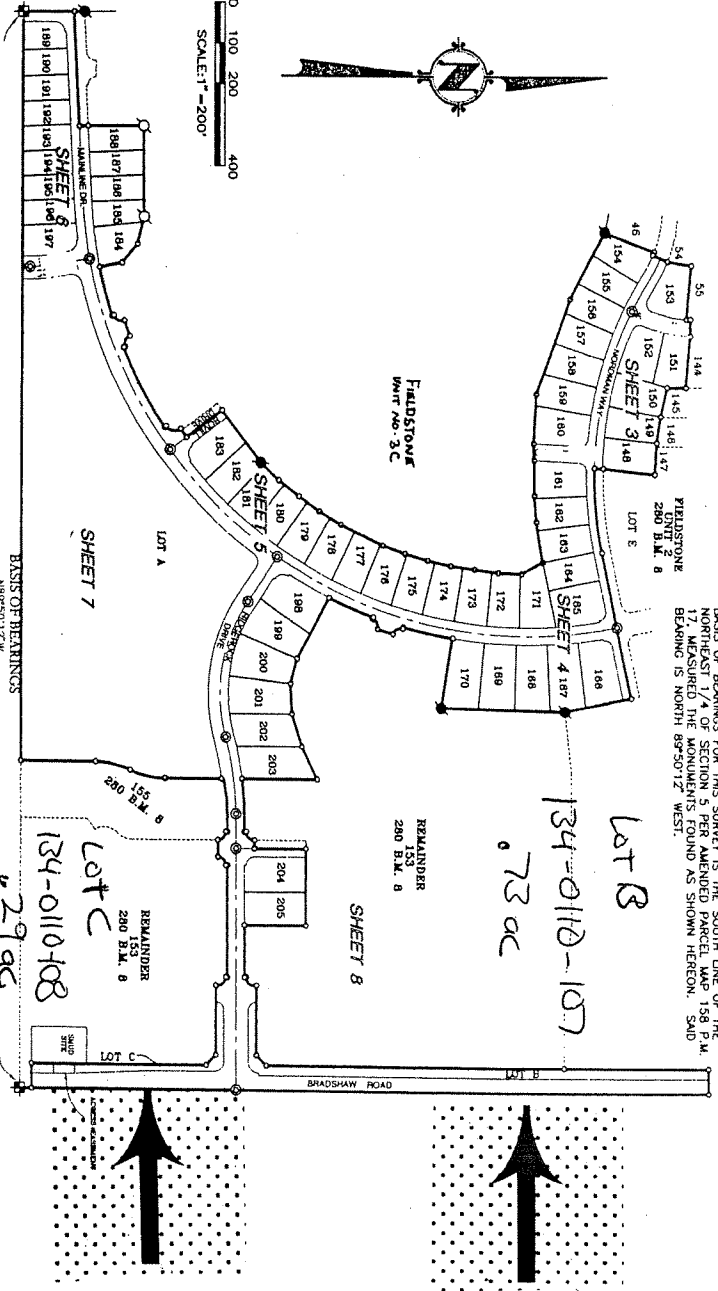
FIRST AMERICAN TITLE COMPANY, AS TRUSTEE, UNDER DEED OF TRUST RECORDED MARCH 15, 2001 IN BOOK 20010315, PAGE 1303 OFFICIAL RECORDS OF SACRAMENTO COUNTY, BY: Manuel S. Rodriguez, Jr. PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA) SS
COUNTY OF SACRAMENTO
ON THE 27th DAY OF April, 2001, BEFORE ME, Manuel S. Rodriguez, Jr., a Notary Public in and for said State, personally appeared, Manuel S. Rodriguez, Jr., of legal age, and known to me, or personally known to me, or whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument, and the contents of which the person acting executed the instrument, WITNESS MY HAND: Manuel S. Rodriguez, Jr. PRINT NAME
COUNTY OF: Sacramento
MY COMMISSION EXPIRES: 9/1/01

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 5 PER ADJUTED PARCEL MAP 158 P.M. 11/15/99, AS RECORDED IN THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, BEARING IS NORTH 89°30'12" WEST.



TRUSTEES STATEMENT

FIRST AMERICAN TITLE COMPANY, AS TRUSTEE, UNDER DEED OF TRUST RECORDED MARCH 15, 2001 IN BOOK 20010315, PAGE 1302 OFFICIAL RECORDS OF SACRAMENTO COUNTY, BY: Manuel S. Rodriguez, Jr. PRINT NAME AND TITLE

NOTARY'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA) SS
COUNTY OF SACRAMENTO
ON THE 27th DAY OF April, 2001, BEFORE ME, Manuel S. Rodriguez, Jr., a Notary Public in and for said State, personally appeared, Manuel S. Rodriguez, Jr., of legal age, and known to me, or personally known to me, or whose name is subscribed to the within instrument and acknowledged to me that he executed the instrument, and the contents of which the person acting executed the instrument, WITNESS MY HAND: Manuel S. Rodriguez, Jr. PRINT NAME
COUNTY OF: Sacramento
MY COMMISSION EXPIRES: 9/1/01

NOTES

- TOTAL AREA OF THIS SUBDIVISION IS 32.2244 ACRES GROSS, CONSISTING OF 58 LOTS AND 3 MISCELLANEOUS LOTS.
- ALL CURVE DIMENSIONS SHOWN ARE ARC LENGTH AND DELTA. ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY WALLACE KUHLE AND ASSOCIATES DATED OCTOBER 5, 1999. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.
- THERE SHALL BE A 5.00 FOOT EASEMENT LOCATED WITHIN EACH LOT ALONG THE RIGHTS-OF-WAY SHOWN HEREON.
- LOTS A, B AND C SHALL BE GRANTED TO THE ELK GROVE COMMUNITY SERVICES DISTRICT.

VESTING MAP OF FIELDSTONE UNIT NO. 3A

LOTS 149, 149 AND 152, PORTION OF LOTS 151 AND 153, REMAINDER OF LOT 150 OF FIELDSTONE UNIT NO. 2, 290 B.M. 8 CITY OF ELK GROVE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
JUNE 2001
WOOD-RODGERS INC.
SHEET 2 OF 8
1301 C STREET, SUITE 100-B, SACRAMENTO, CA 95811
PHONE (916) 341-7760

ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-57

RESOLUTION ACCEPTING DEED BY THE ELK GROVE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS TO REAL PROPERTY

**Vista Creek Village Unit 2, Lot A
APN 121-1030-062 (Parkland)**

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from **ANC-Vista Creek, LLC. A Delaware Limited Liability Company**, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, **ANC-Vista Creek, LLC. A Delaware Limited Liability Company** has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 18th day of February, 2004, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

RECORDING REQUESTED BY

Elk Grove Community Service District

No Fee Document R&T Code 6103

AND WHEN RECORDED MAIL TO

Elk Grove Community Service District

8820 Elk Grove Blvd., Suite 1

Elk Grove, Ca 95624

Attn: Jeff Ramos

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Number 997502

GRANT DEED

A.P.N. 121-0180-058 (Portion)

The undersigned grantor(s) declare(s): No Fee Document R&T Code 6103

Documentary transfer tax is \$ -0-.

City Transfer Tax is \$ -0-.

→ computed on full value of property conveyed, or

☐ computed on full value less value of liens and encumbrances remaining at time of sale.

☐ Unincorporated area: → City of Elk Grove, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

ANC-Vista Creek, LLC. A Delaware Limited Liability Company

hereby GRANT(S) to Elk Grove Community Service District

the following described real property in the City of Elk Grove, County of Sacramento, State of California:

Lot A, as shown of the final map entitled "Vista Creek Village Unit 2" filed for record on April 12,
2004, in the office of the Sacramento County Recorder in Book 328, of maps, at Page 1.

Dated: 2-18-04

STATE OF CALIFORNIA

COUNTY OF PLACER

} SS.

ANC-Vista Creek, LLC. A Delaware Limited Liability Company

By: Peter M. Bridges
Peter M. Bridges, Vice President

By: LaDonna K. Monsees

LaDonna K. Monsees
Sr. Vice President

On February 18, 2004, 2002 before me,
Gale L. Wild, Notary Public,
personally appeared PETER M. BRIDGES

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(X) whose name(X) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Signature Gale L. Wild

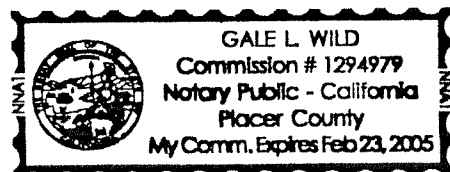
(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Same as Above

NAME

ADDRESS

CITY, STATE & ZIP



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

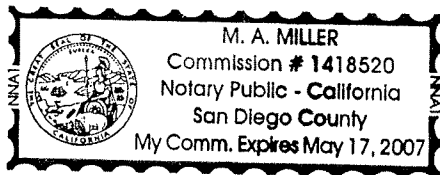
State of California

County of SAN DIEGO } ss.

On Feb 19, 2004 before me, M.A. Miller
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LaDONNA K. MONSEES
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

M.A. Miller
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

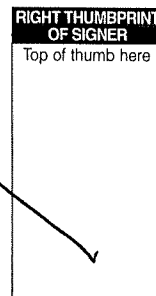
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

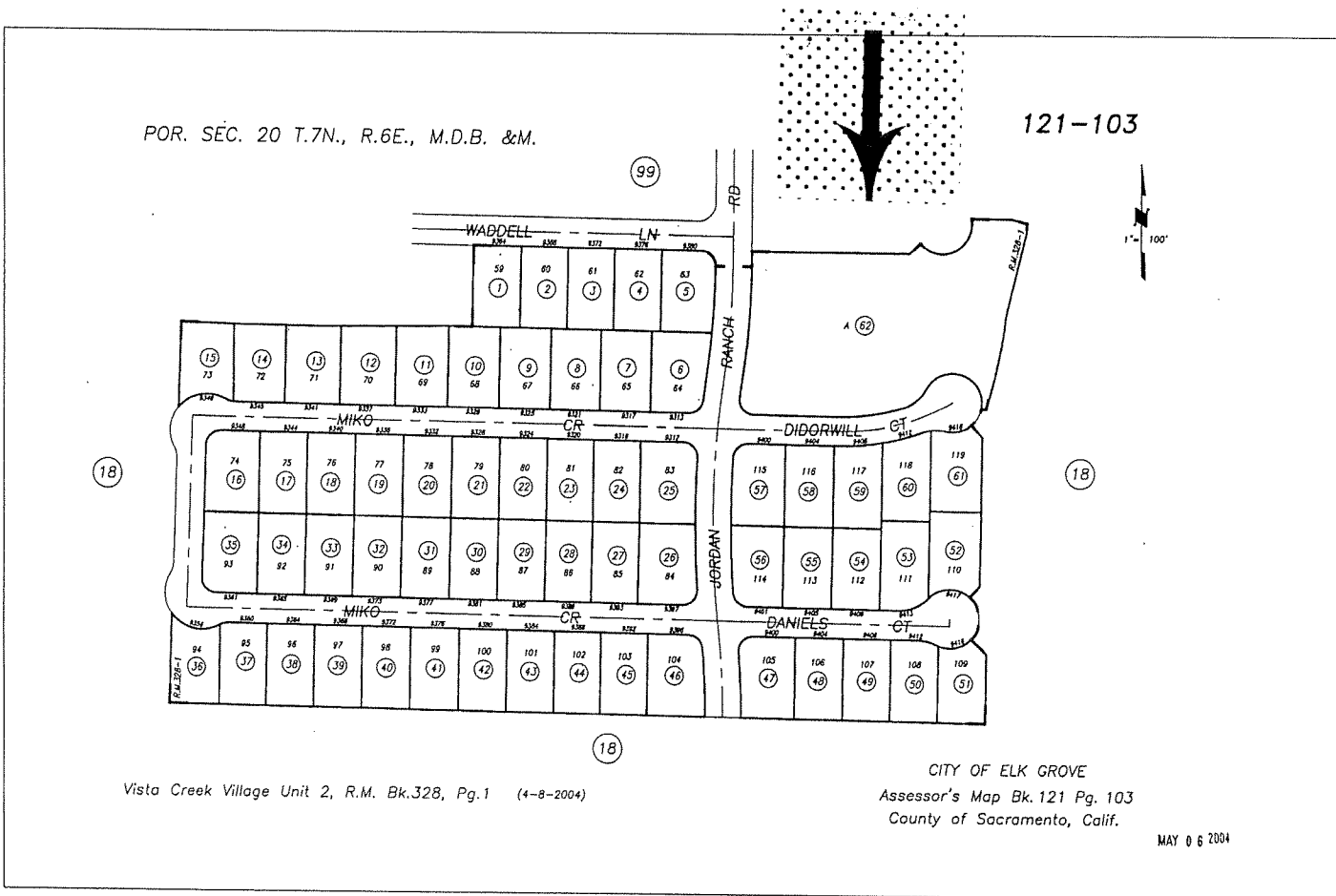
Signer Is Representing: _____



MetroScan / Sacramento (CA)

Owner	: Anc Vista Creek Llc	Parcel	: 121 1030 062 0000
CoOwner	:	Land	: \$152
Site	: Jordan Ranch Rd Elk Grove 95624	Struct	:
Mail	: 9404 Genesee Ave #230 La Jolla Ca 92037	Other	:
Xfered	: 03/03/2003 Doc # : 3477	Total	: \$152
Price	:	Exempt	:
LoanAmt	: Deed : Grant Deed	Type	:
VestTyp	: Loan :	% Imprv	:
Lender	: IntTy :	% Owned	:
LandUse	: MPARKA Misc,Park,Greenbelt,Etc	TaxArea	: 07049
Zoning	: Rd 4 County Rd4.. Residential	04-05 Tax	:
Legal	: VISTA CREEK VILLAGE UNIT 2 LOT A	OwnerPh	:
Census	: Tract : Block :	MapGrid	:

Bedrms	:	Garage Sp	:	Stories	:	Condition	:
Bathrms	:	Patio	:	Acres	:	Appliances	:
Dining	:	Pool	:	LotSqFt	:	Year Built	:
Family	:	Spa/HtTub	:	Bldg SF	:	Foundation	:
Utility	:	Fireplace	:	GarSqFt	:	Solar Heat	:
TotalRm	:	CntlHt/AC	:	Bsmt SF	:		
Units	:	1stFlr SF	:	2ndFlrSF	:		
Roof Type	:						



ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-58
RESOLUTION ACCEPTING DEED BY THE
ELK GROVE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS TO REAL PROPERTY
Laguna Gateway Phase 2, Lot 11
APN 116-0320-038 portion (Trail Corridor)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from **PAPPAS GATEWAY, L.P., a California Limited Partnership and JCP Properties LLC, a California Limited Liability Company, General Partner**, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, **PAPPAS GATEWAY, L.P., a California Limited Partnership and JCP Properties LLC, a California Limited Liability Company, General Partner** has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 8th day of September, 2004, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL THIS DEED AND,
UNLESS OTHERWISE SHOWN BELOW,
MAIL TAX STATEMENTS TO:

SPACE ABOVE FOR RECORDER'S USE

GRANT DEED - FEE

State of California
County of Sacramento

THIS GRANT DEED is made as of September 8, 2004, by PAPPAS GATEWAY, L.P., a California limited partnership ("**Grantor**"), to the ELK GROVE COMMUNITY SERVICES DISTRICT, a governmental agency ("**Grantee**").

WHEREAS, Grantor desires to convey to Grantee in fee that certain 20' wide strip of land in the City of Elk Grove, County of Sacramento, State of California, more particularly described as Lot 11 as shown on that certain Parcel Map entitled "Laguna Gateway Phase 2" filed in the office of the Sacramento County Recorder in Book 174 of Parcel Maps, Page 23 (the "**Property**") and shown on **Attachment 1** hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, sell and convey the Property to the Grantee.

RESERVING THEREFROM the following:

(i) a perpetual easement appurtenant to Lots 1 through 10 as shown on that certain Parcel Map entitled "Laguna Gateway Phase 2" filed in the office of the Sacramento County Recorder in Book 174 of Parcel Maps, Page 23 and each portion thereof, as they now exist or as they may hereafter be modified or further subdivided, for pedestrian, bicycle (and such other vehicles as may from time to time be permitted on the bike trail adjacent to the Property) access across the Property to the bike trail adjacent to the Property in the areas shown on **Attachment 1** hereto.

(ii) a perpetual easement appurtenant to Lots 5, 6, 7 and 8 as shown on that certain Parcel Map entitled "Laguna Gateway Phase 2" filed in the office of the Sacramento County Recorder in Book 174 of Parcel Maps, Page 23 and each portion thereof, as they now exist or as they may hereafter be modified or further subdivided, for access by the owners of such parcels, and their contractors, onto the Property as may be convenient to construct, install, maintain, repair and replace improvements on such adjacent parcels. In the event the owner (or a contractor of such owner) of any adjacent parcel avails itself of such access easement, such

owner promptly shall repair any damage done thereby and restore the Property to its condition immediately prior to such access. Should any such owner fail to commence repair and restoration within ten (10) Business Days after written notice from Grantee, or fail to prosecute such repair and restoration diligently to completion, Grantee may cause the same to be accomplished at such owner's sole cost and expense. A Business Day shall be any day other than a Saturday, Sunday or holiday observed by Grantee.

(iii) a perpetual easement appurtenant to Lots 5, 6, 7 and 8 as shown on that certain Parcel Map entitled "Laguna Gateway Phase 2" filed in the office of the Sacramento County Recorder in Book 174 of Parcel Maps, Page 23 and each portion thereof, as they now exist or as they may hereafter be modified or further subdivided, for access by the owners of such parcels, and their contractors, onto the Property as may be convenient to construct, install, maintain, repair and replace benches and related improvements on the Property. In the event the owner (or a contractor of such owner) of any adjacent parcel avails itself of such access easement, such owner promptly shall repair any damage done thereby. Should any such owner fail to commence repair within ten (10) Business Days after written notice from Grantee, or fail to prosecute such repair diligently to completion, Grantee may cause the same to be accomplished at such owner's sole cost and expense. A Business Day shall be any day other than a Saturday, Sunday or holiday observed by Grantee.

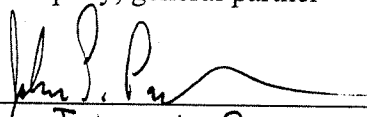
SUBJECT TO all liens and encumbrances whether or not of record.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by its representative thereunto duly authorized as of the day and year first above written.

GRANTOR:

PAPPAS GATEWAY, L.P., a California limited partnership

By: JCP Properties LLC, a California limited liability company, general partner

By: 
Name: John L. Pappas
Its: Manager

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On Sept. 10, 2004, before me, the undersigned notary public, personally
appeared John L. Pappas,

- ☒ personally known to me, or
☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his signature on the instrument the
persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Merrilee Margetts



PARCEL MAP No. 02-298.02
LAGUNA GATEWAY
PHASE 2

LOT 2 OF LOT LINE ADJUSTMENT, BOOK 20012TH, PAGE 979
CITY OF ELK GROVE, COUNTY OF SACRAMENTO, CALIFORNIA
.....
SHEET 2 OF 3

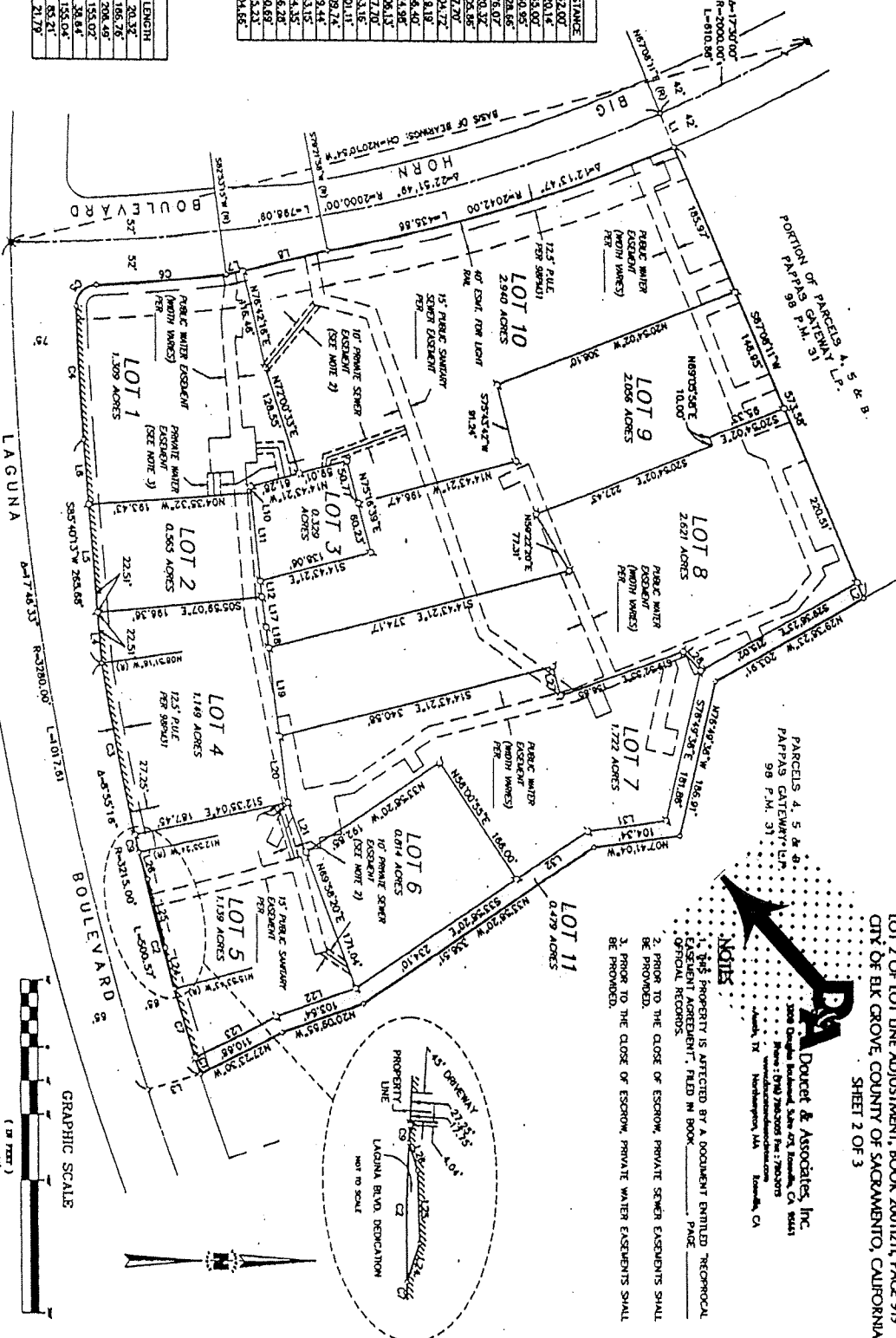
1. THIS PROPERTY IS AFFECTED BY A DOCUMENT ENTITLED "THEORETICAL EASEMENT AGREEMENT", FILED IN BOOK _____, PAGE _____, OFFICIAL RECORDS.

2. PRIOR TO THE CLOSE OF ESCROW, PRIVATE SEWER EASEMENTS SHALL BE PROVIDED.

3. PRIOR TO THE CLOSE OF ESCROW, PRIVATE WATER EASEMENTS SHALL BE PROVIDED.

LINE	LINE TABLE	DISTANCE
	BEARING	
L1	S87.0811°W (R)	42.07
L2	S87.0911°W	70.14
L3	S17.4633°E (R)	63.07
L4	N85.4013°E	60.95
L5	N85.4013°E	178.65
L6	S17.4620°E	70.82
L7	S17.4620°E	16.65
L8	N84.4208°E	17.07
L9	N84.4208°E	104.77
L10	N84.4208°E	18.18
L11	N84.4208°E	38.40
L12	N84.4208°E	24.96
L13	N84.4208°E	106.13
L14	N84.4208°E	77.07
L15	N63.5012°E	63.15
L16	N63.5012°E	10.11
L17	N63.5012°E	109.74
L18	N63.5012°E	49.44
L19	N63.5012°E	83.15
L20	N63.5012°E	34.45
L21	N63.5012°E	36.26
L22	N63.5012°E	30.69
L23	N63.5012°E	93.21
L24	N63.5012°E	93.21
L25	N63.5012°E	104.66

CURVE	CURVE TABLE		
	DELTA	RADIUS	LENGTH
C1	00°21'44"	3215.00'	20.32'
C2	02°28'19"	3215.00'	198.76'
C3	05°40'48"	3215.00'	206.49'
C4	07°46'16"	3205.00'	155.02'
C5	08°13'35"	25.00'	38.64'
C6	04°19'44"	2052.00'	155.04'
C7	01°31'07"	3215.00'	65.21'
C9	00°23'18"	3215.00'	21.79'



ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-59

RESOLUTION ACCEPTING DEED BY THE
ELK GROVE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS TO REAL PROPERTY

Backer Ranch Unit 6

APN 132-1330-084 Lot A (Corridor)

APN 132-1330-085 Lot B (Corridor)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from **Lennar Renaissance, Inc. a California Corporation**, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, **Lennar Renaissance, Inc. a California Corporation** has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 9th day of February, 2005, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

WHEN RECORDED MAIL TO:

Name Parks and Recreation Department

Street 8820 Elk Grove Blvd. Suite 3

Address

City & Elk Grove, CA 95624

State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION GRANT DEED

A.P.N. 132-1330-084-0000 & 132-1330-085-0000

The undersigned grantor (s) declare (s):

Documentary transfer tax is \$ NONE Government Code 6103 R&T 11927

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Elk Grove, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Lennar Renaissance, Inc. a California Corporation

hereby GRANT(s) to Elk Grove Community Services District, a political subdivision of the State Of California

the following described real property in the City of Elk Grove, County of Sacramento, State of California:

LOTS A AND B, AS SHOWN ON THE OFFICIAL MAP OF "BACKER RANCH, UNIT 6", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON MARCH 25, 2003, IN BOOK 313 OF MAPS, AT PAGE 4.

Dated Feb 9, 2005

STATE OF CALIFORNIA,

COUNTY OF Placer)SS.

On February 9, 2005 before me,

GAIL LACKHOFF, Notary personally appeared

LARRY GUALCO

Lennar Renaissance, Inc. a California Corporation

By:

Larry Gualco
Vice President

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Gail Lackhoff

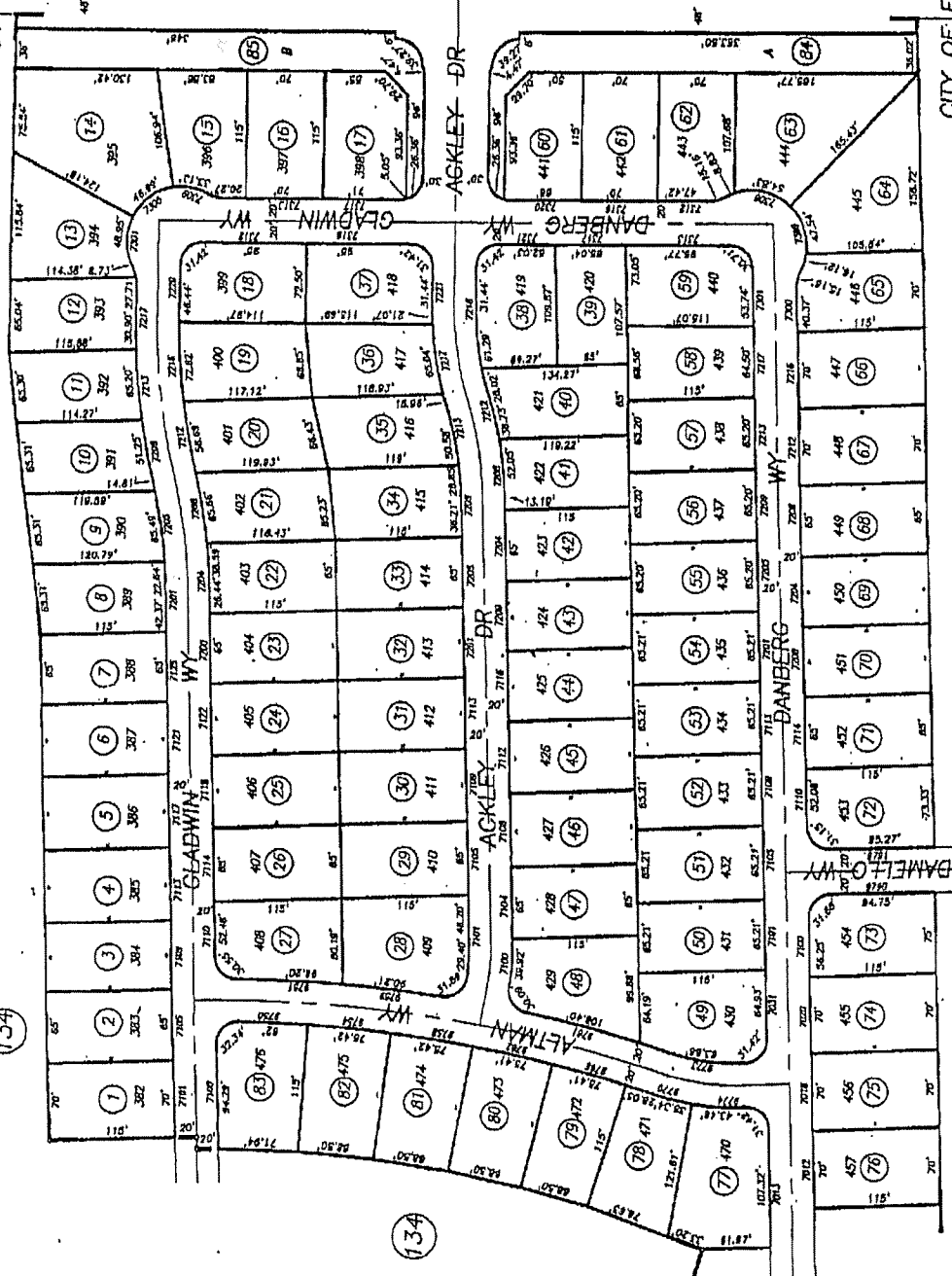


(This area for official notarial seal)

APR 29 2003
 132-133

POR SEC 3, T.6N., R.5E., M.D.B. & M.

134



CITY OF ELK GROVE

Assessor's Map Bk. 132 Pg. 133
 County of Sacramento, Calif.

77

Por. Backer Ranch Unit 6, R.M. Bk. 313, Pg. 4 (3-25-2003)

"The information on this plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached."

ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-60
RESOLUTION ACCEPTING DEED BY THE
ELK GROVE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS TO REAL PROPERTY
Backer Ranch Unit 1
APN 132-1210-094 Lot A (Corridor portion)
APN 132-1210-095 Lot B (Corridor)
APN 132-1210-096 Lot C (Corridor)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from Lennar Renaissance, Inc. a California Corporation, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, Lennar Renaissance, Inc. a California Corporation has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 9th day of February, 2005, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

WHEN RECORDED MAIL TO:

Name Parks and Recreation Department

Street 8820 Elk Grove Blvd. Suite 3

Address

City & Elk Grove, CA 95624

State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION GRANT DEED

A.P.N. 132-1210-094-0000, 132-1210-095-0000, 132-1210-096-0000

The undersigned grantor (s) declare (s):

Documentary transfer tax is \$ NONE Government Code 6103 R&T 11927

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Elk Grove, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Lennar Renaissance, Inc. a California Corporation

hereby GRANT(s) to Elk Grove Community Services District, a political subdivision of the State Of California

the following described real property in the City of Elk Grove, County of Sacramento, State of California:

LOTS A, B AND C, AS SHOWN ON THE OFFICIAL MAP OF "BACKER RANCH, UNIT 1", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON JANUARY 17, 2003, IN BOOK 310 OF MAPS, AT PAGE 1.

Dated Feb 9, 2005

STATE OF CALIFORNIA,

COUNTY OF Placer)SS.

On February 9, 2005 before me,

Gail Lackhoff, Notary, personally appeared

LARRY GUALCO

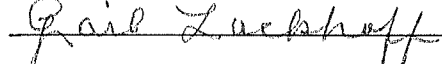
Lennar Renaissance, Inc. a California Corporation

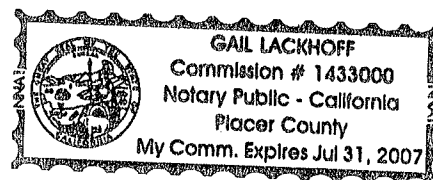
By: 

Larry Gualco
Vice President

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

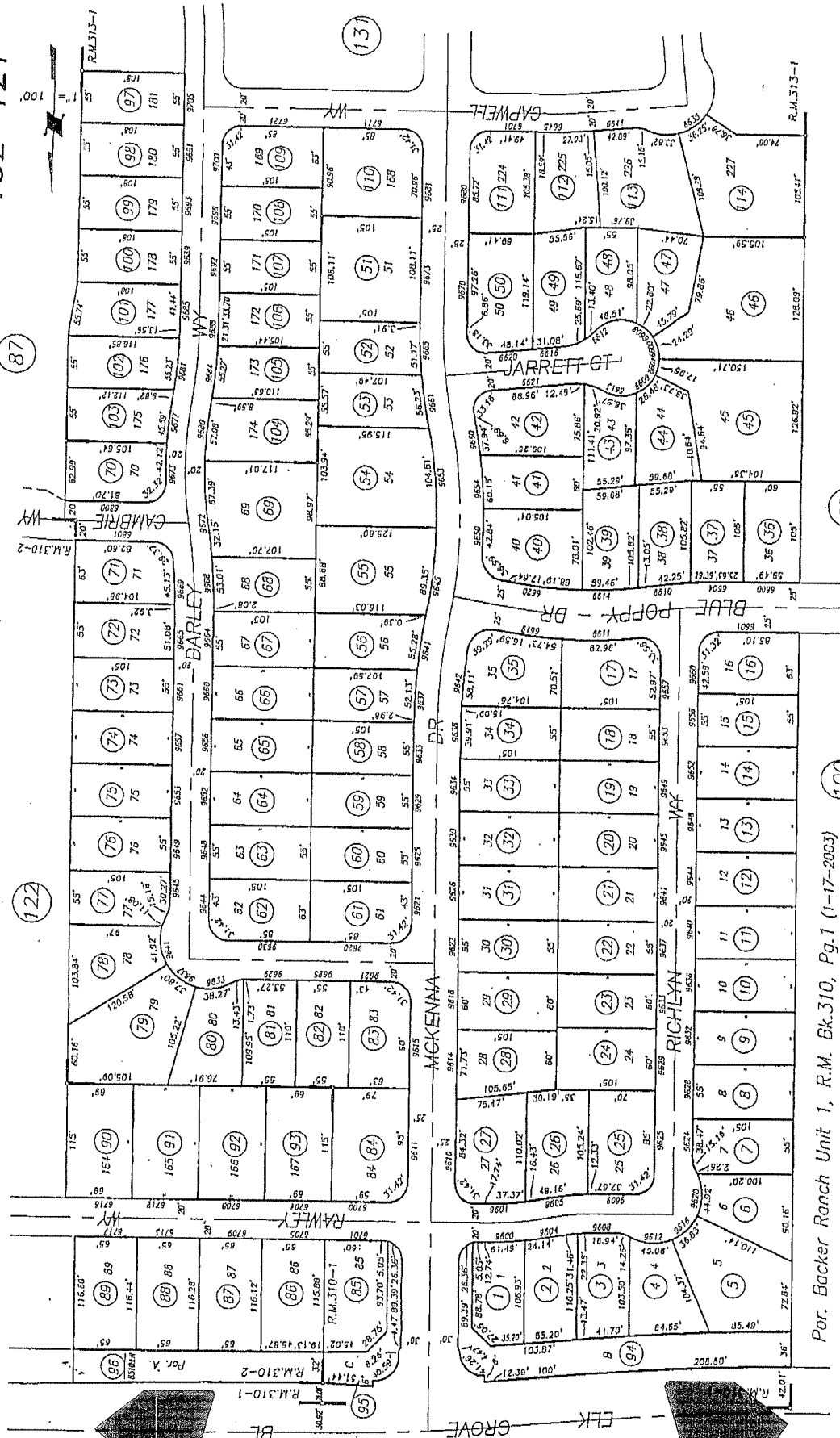
Signature 



(This area for official notarial seal)

132-121

POR SEC 3, T.6N., R.5E., M.D.B. & M.



CITY OF ELK GROVE

Assessor's Map Bk. 132 Pg. 121
County of Sacramento, Calif.

Por. Backer Ranch Unit 1, R.M. Bk. 310, Pg. 1 (1-17-2003)
Por. Backer Ranch Unit 2, R.M. Bk. 310, Pg. 2 (1-17-2003)
Por. Backer Ranch Unit 3, R.M. Bk. 313, Pg. 1 (3-25-2003)

Lot A
(2000)
2000

Lot C
1000
Bk. 116

Lot B
3200

ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-61

RESOLUTION ACCEPTING DEED BY THE ELK GROVE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS TO REAL PROPERTY

Backer Ranch Unit 5 APN 132-1340-052 Lot D (Corridor)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from **Lennar Renaissance, Inc. a California Corporation**, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, **Lennar Renaissance, Inc. a California Corporation** has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 9th day of February, 2005, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

WHEN RECORDED MAIL TO:
Name Parks and Recreation Department
Street 8820 Elk Grove Blvd. Suite 3
Address
City & Elk Grove, CA 95624
State

SPACE ABOVE THIS LINE FOR RECORDER'S
USE

CORPORATION GRANT DEED

A.P.N. 132-1340- 052-0000

The undersigned grantor (s) declare (s):

Documentary transfer tax is \$ NONE Government Code 6103 R&T 11927

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Elk Grove, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Lennar Renaissance, Inc. a California Corporation

hereby GRANT(s) to Elk Grove Community Services District, a political subdivision of the State Of California

the following described real property in the City of Elk Grove, County of Sacramento, State of California:

LOT D, AS SHOWN ON THE OFFICIAL MAP OF "BACKER RANCH, UNIT 5", FILED IN THE OFFICE OF THE
RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON MARCH 25, 2003, IN BOOK 313 OF MAPS, AT PAGE
3.

Dated Feb. 9, 2005

STATE OF CALIFORNIA,

COUNTY OF Placer)SS.

On February 9, 2005 before
me,

Gail Lackhoff, Notary, personally
appeared

LARRY GUALCO

Lennar Renaissance, Inc. a California Corporation

By:

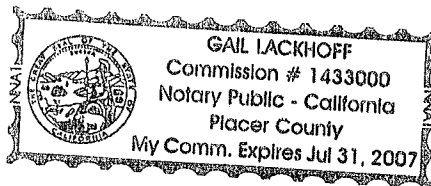
Larry Gualco
Vice President

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Gail Lackhoff

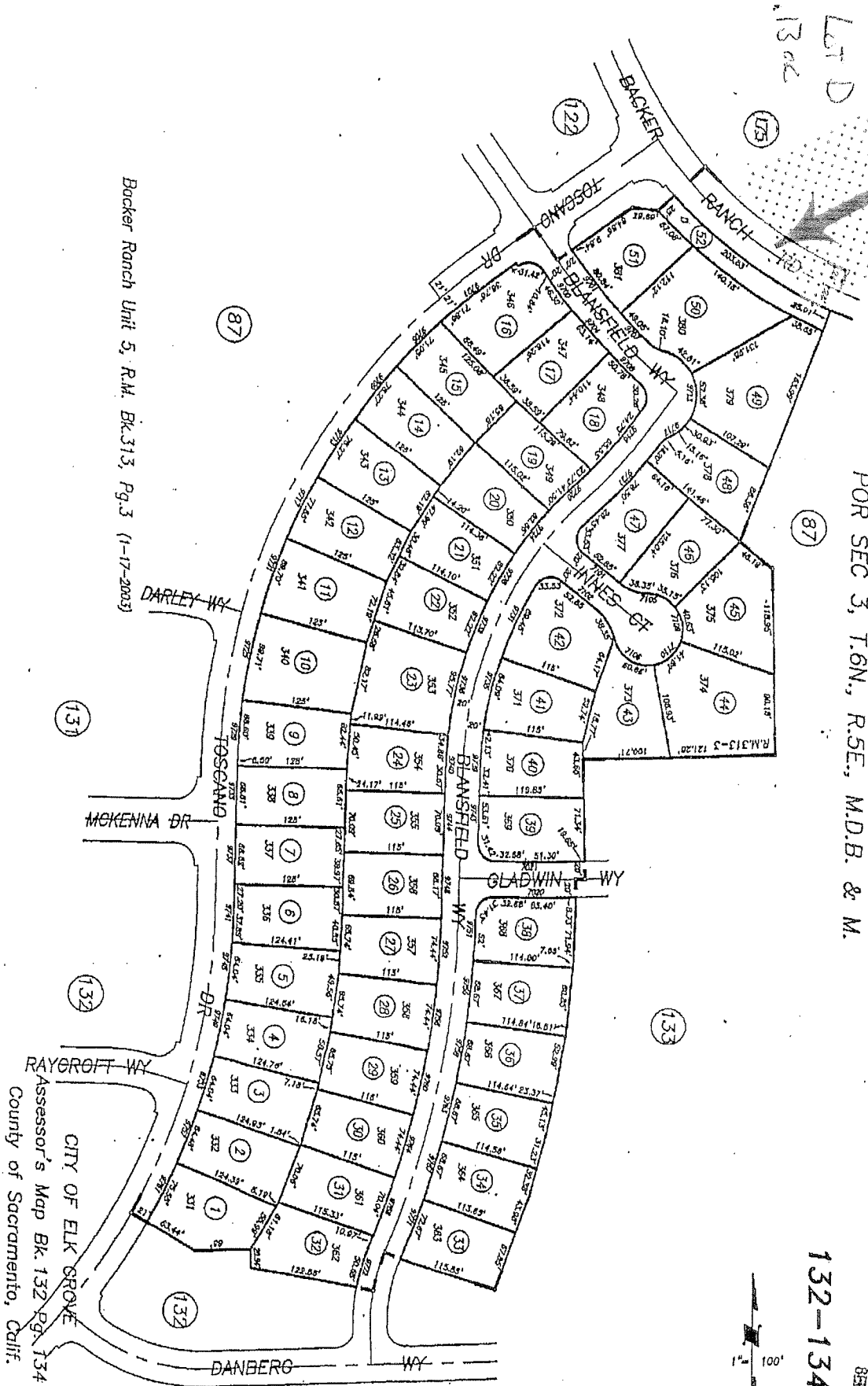


(This area for official notarial seal)

POR SEC 3, T.6N., R.5E., M.D.B. & M.

SEP 14 2003

132-134



Backer Ranch Unit 5, R.M. Bk. 313, Pg. 3 (1-17-2003)

CITY OF ELK GROVE
Assessor's Map Bk. 132 Pg. 134
County of Sacramento, Calif.

"The information on this plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached."

ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-62

RESOLUTION ACCEPTING DEED BY THE
ELK GROVE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS TO REAL PROPERTY

Backer Ranch Unit 2

APN 132-1220-075 Lot A (Corridor)

APN 132-1220-076 Lot B (Corridor)

APN 132-1220-077 Lot C(Corridor)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from **Lennar Renaissance, Inc. a California Corporation**, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, **Lennar Renaissance, Inc. a California Corporation** has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 9th day of February, 2005, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

WHEN RECORDED MAIL TO:

Name Parks and Recreation Department

Street 8820 Elk Grove Blvd. Suite 3

Address

City & Elk Grove, CA 95624

State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CORPORATION GRANT DEED

A.P.N. 132-1220-075-0000, 132-1220-076-0000 & 132-1220-077-0000

The undersigned grantor (s) declare (s):

Documentary transfer tax is \$ NONE Government Code 6103 R&T 11927

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Elk Grove, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Lennar Renaissance, Inc. a California Corporation

hereby GRANT(s) to Elk Grove Community Services District, a political subdivision of the State Of California

the following described real property in the City of Elk Grove, County of Sacramento, State of California:

LOTS A, B AND C, AS SHOWN ON THE OFFICIAL MAP OF "BACKER RANCH, UNIT 2", FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON JANUARY 17, 2003, IN BOOK 310 OF MAPS, AT PAGE 2.

Dated Feb 9, 2005

STATE OF CALIFORNIA,

COUNTY OF Placer)SS.

On February 9, 2005 before me,

GAIL LACKHOFF, NOTARY, personally appeared

LARRY GUALCO

Lennar Renaissance, Inc. a California Corporation

By:

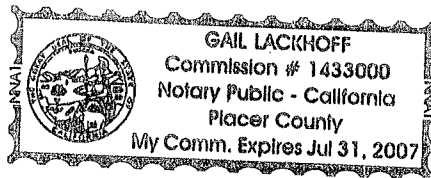
Larry Gualco
Vice President

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Gail Lackhoff



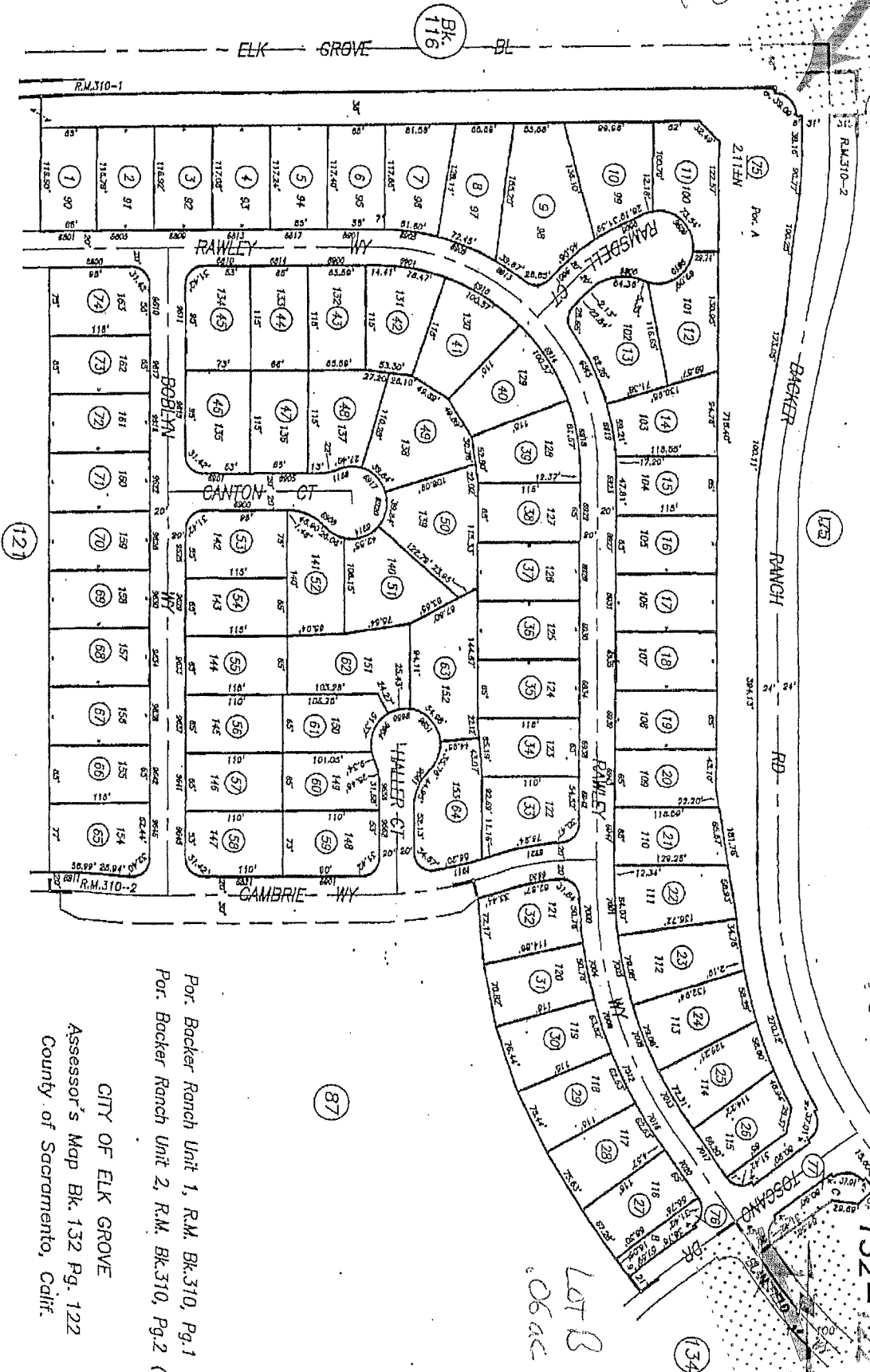
(This area for official notarial seal)

POR SEC 3, T.6N., R.5E., M.D.B. & M.

LOT C
08 ac

132-122

SEP 14 2003



"The information on this plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached."

ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-63

RESOLUTION ACCEPTING DEED BY THE ELK GROVE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS TO REAL PROPERTY

Bond Ridge Unit 1

APN 127-0790-067 Lot A (Corridor)

APN 127-0790-069 Lot B (Corridor)

APN 127-0790-068 Lot C (Corridor)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from **KB Homes North Bay Inc., a California Corporation**, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, **KB Home North Bay Inc., a California Corporation** has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 1st day of January, 2004, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

RECORDING REQUESTED BY

Elk Grove Community Service District

No Fee Document R&T Code 6103

AND WHEN RECORDED MAIL TO

Elk Grove Community Service District

8820 Elk Grove Blvd., Suite 1

Elk Grove, Ca 95624

Attn: Jeff Ramos

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Number 1193955

GRANT DEED

A.P.N. 127-0140-017-0000 & 127-0140-018-0000

The undersigned grantor(s) declare(s): No Fee Document R&T Code 6103

Documentary transfer tax is \$ -0-.

City Transfer Tax is \$ -0-.

- computed on full value of property conveyed, or
☐ computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area: → City of , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

KB HOME North Bay Inc., a California Corporation

hereby GRANT(S) to Elk Grove Community Service District

the following described real property in the City of Elk Grove, County of Sacramento , State of California:

Open Space

Lot A, as shown of the final map entitled "BOND RIDGE UNIT 1" filed for record on April 12, 2004, 2004,
in the office of the Sacramento County Recorder in Book 378, of maps, at Page 2.

Dated: 1-30-04

STATE OF CALIFORNIA
COUNTY OF Solano

} SS.

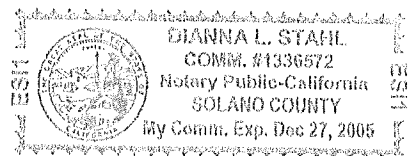
KB HOME North Bay Inc., a California
Corporation

On Jan. 30, 2004, 2002 before me,
Dianna L. Stahl, Notary Public,
personally appeared John A. Bamhart

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument

WITNESS my hand and official seal.

Signature Dianna L. Stahl



(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Same as Above

NAME

ADDRESS

CITY, STATE & ZIP

RECORDING REQUESTED BY

Elk Grove Community Service District

No Fee Document R&T Code 6103

AND WHEN RECORDED MAIL TO

Elk Grove Community Service District

8820 Elk Grove Blvd., Suite 1

Elk Grove, Ca 95624

Attn: Jeff Ramos

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Number 1193955

GRANT DEED

A.P.N. 127-0140-017-0000 & 127-0140-018-0000

The undersigned grantor(s) declare(s): No Fee Document R&T Code 6103

Documentary transfer tax is \$ -0-.

City Transfer Tax is \$ -0-.

- computed on full value of property conveyed, or
☐ computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area: → City of , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

KB HOME North Bay Inc., a California Corporation

hereby GRANT(S) to Elk Grove Community Service District

the following described real property in the City of Elk Grove, County of Sacramento , State of California:

Landscape Lots

Lot B & C, as shown of the final map entitled "BOND RIDGE UNIT 1" filed for record on April 12,
2004, in the office of the Sacramento County Recorder in Book 328 of Maps, at Page 2.

Dated: 1-30-04

STATE OF CALIFORNIA
COUNTY OF Solano

} SS.

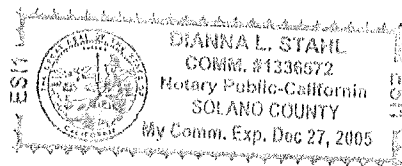
KB HOME North Bay Inc., a California
Corporation

On Jan. 30, 2004, 2002 before me,
Dianna L. Stahl, Notary Public,
personally appeared John A. Bunker

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature Dianna L. Stahl



(This area for official notarial seal)

MAIL TAX STATEMENTS TO: Same as Above

NAME

ADDRESS

CITY, STATE & ZIP

127-079

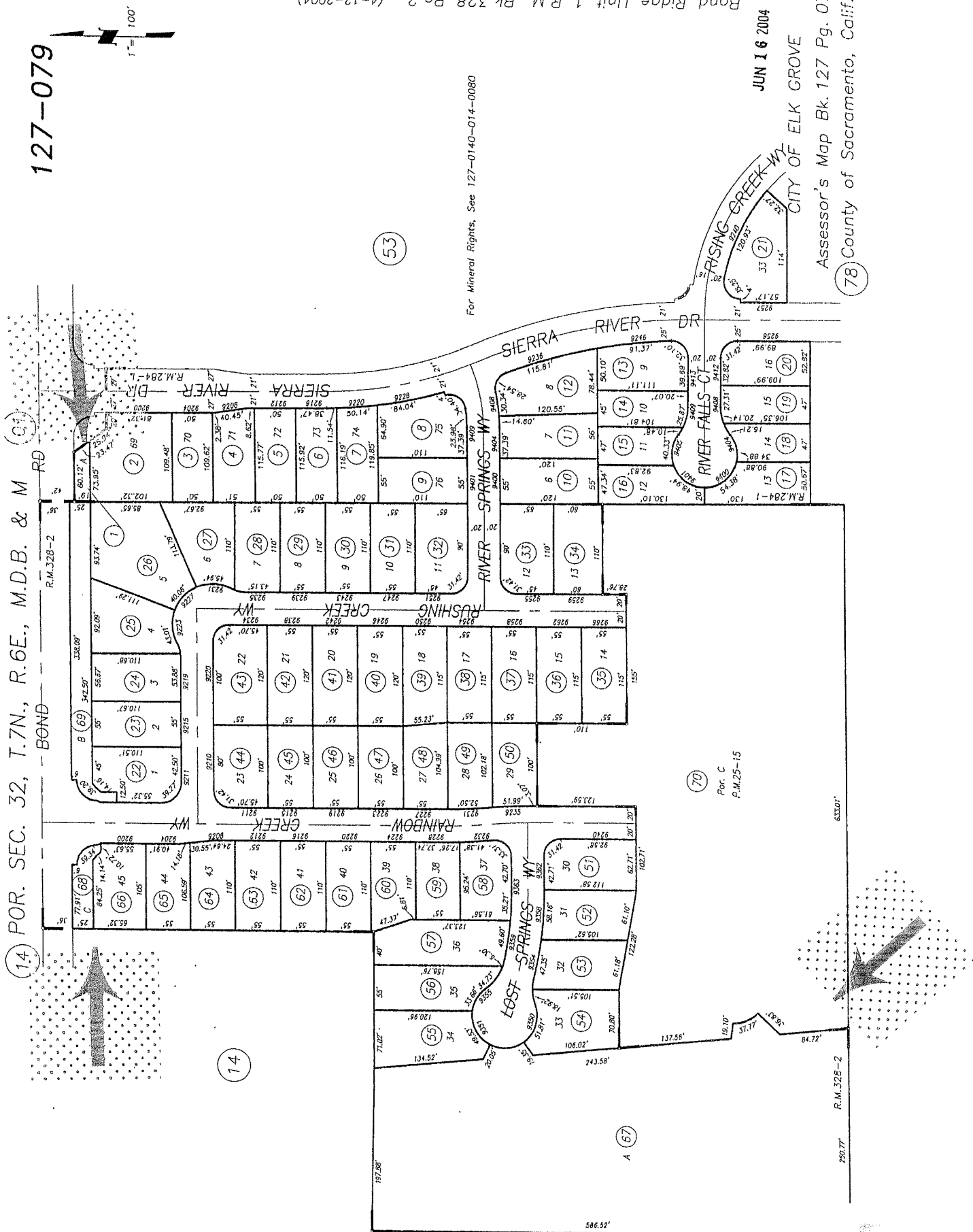
Bond Ridge Unit 1 R.M. Bk.328 Pg.2 (4-12-2004)
Por. Tributary Pointe Unit A, Village 3A, R.M. Bk.284 Pg.1 (4-16-2001)

For Mineral Rights, See 127-0140-014--0080

JUN 16 2004

174 CITY OF ELK GROVE
Assessor's Map Bk. 127 Pg. 079
78 County of Sacramento, Calif.

78



ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-64

RESOLUTION ACCEPTING DEED BY THE ELK GROVE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS TO REAL PROPERTY

**Elliott Ranch East, Lot A
APN 119-2060-053 (Corridor)**

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from **Beazer Homes Holdings Corp., a Delaware Corporation**, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, **Beazer Homes Holdings Corp., a Delaware Corporation** has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 23rd day of December, 2003, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

RECORDING REQUESTED BY:

Chicago Title Company

Title Order No. 05091000

When Recorded Mail Document
and Tax Statement To:

Beazer Homes Holdings Corp.
3721 Douglas Blvd., Suite 100
Roseville, CA 95661

Elliott Ranch East

APN: 119-0161-005-0000

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Beazer Homes Holdings Corp., a Delaware Corporation

hereby GRANT(S) to Elk Grove Community Services District

the following described real property in the City of Elk Grove, County of Sacramento, State of California:

Lot A as shown on the map entitled, "Elliott Ranch East", recorded December 23, 2003 in Book 323 of Maps, Page 11, Sacramento County Records.

DATED:

STATE OF CALIFORNIA

COUNTY OF Placer

ON November 12, 2003 before me,

Marlayna Harney personally appeared

Brandon J. O'Neill

Beazer Homes Holdings Corp., a Delaware corporation

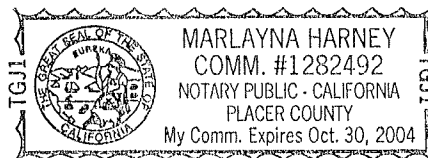
By: [Signature]

Its: [Signature]

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Marlayna Harney



MAIL TAX STATEMENTS AS DIRECTED ABOVE

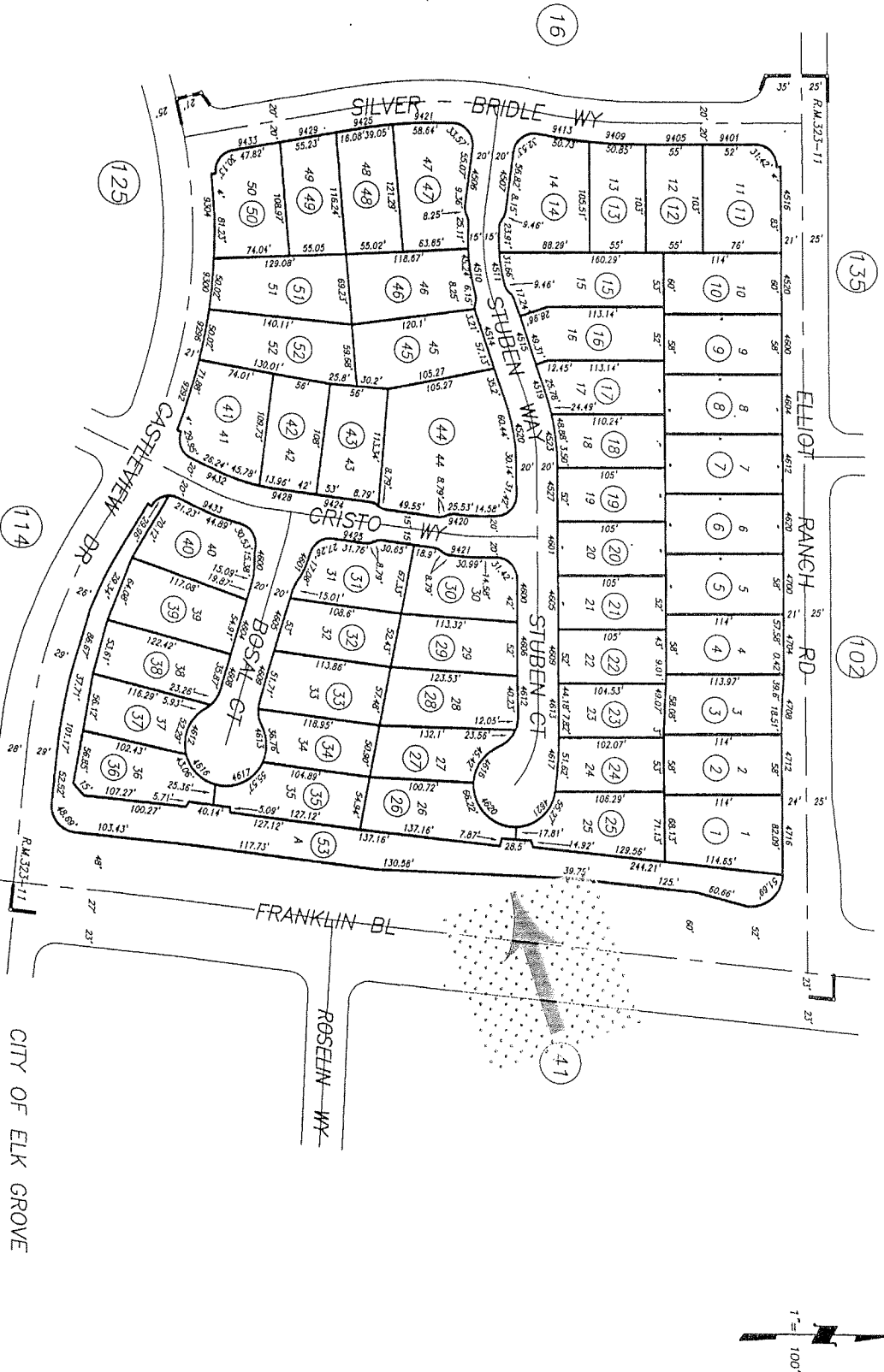
POR. SEC. 32, T.6N., R. 5E. M. D. B. 7 M.

119-206

Elliot Ranch East, R.M. Bk. 323, Pg.11 (12-23-2003)

CITY OF ELK GROVE
Assessor's Map Bk. 119 Pg. 206
County of Sacramento, Calif.

JUL 0 2 2004



ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-65

RESOLUTION ACCEPTING DEED BY THE
ELK GROVE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS TO REAL PROPERTY

Elk Grove Greens Unit No. 2

APN 132-0860-013 Lot A (Corridor)

APN 132-0830-061 Portion of Lot B (Corridor)

APN 132-0860-014 Portion of Lot B (Corridor)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from **Lennar Renaissance, Inc., a California Corporation**, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, **Lennar Renaissance, Inc., a California Corporation** has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 11th day of March, 2002, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

And When Recorded Mail This Deed and, Unless
Otherwise Shown Below, Mail Tax Statements To

NAME _____
STREET ADDRESS _____
CITY, STATE, ZIP _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title Order No. _____ Escrow No. _____

DOCUMENTARY TRANSFER TAX \$ _____
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
_____ OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE

Signature of Declarant or Agent determining tax Firm Name _____

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Lennar Renaissance, Inc., a California Corporation

hereby GRANT(S) to
Elk Grove Community Services District

the following described real property in the City of Elk Grove
county of Sacramento, state of California:

See Exhibit 'A' attached hereto and made a part hereof.

Dated MARCH 11, 2002

STATE OF CALIFORNIA
COUNTY OF PLACER

JEFFREY SPITZER, VICE PRESIDENT
GUYLAN SPITZER, ASST. SECRETARY

On this 11th day of March
in the year of 2002, before me, the undersigned, a Notary
Public in and for said State, personally appeared Jeffrey Spitzer
Guylan Spitzer, personally known to me (or
proved on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Tina M. Duncan
Notary public in and for said State.

(Space above for official notarial seal)

EXHIBIT 'A'

Lots 'A' and 'B' as said Lots are shown on that certain Map No. EG-00-052.2 of "ELK GROVE GREENS UNIT NO. 2" filed in the office of the Recorder, County of Sacramento, State of California in Book 295 of Maps at Page 12.

###

Murray Smith & Associates
Engineering, Inc.

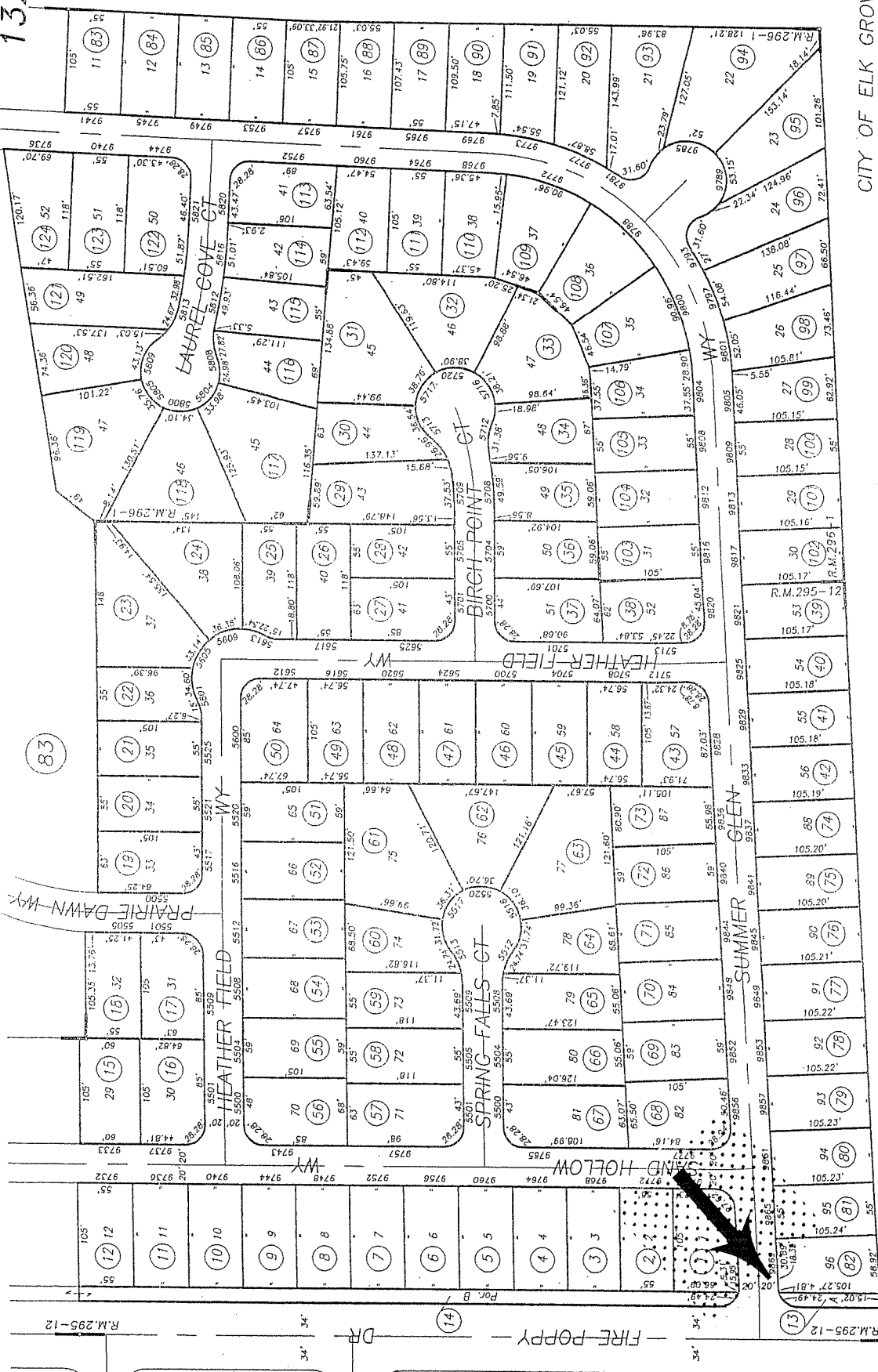
February 25, 2002
01-025

132-086

FOR. N 1/2 SEC. 4, 1.6N., R.5E., M.D.B. & M.

1" = 100'

U3



CITY OF ELK GROVE

Assessor's Map Bk. 132 Pg. 086
County of Sacramento, Calif.

Por. Elk Grove Greens Unit No. 3 R.M. Bk. 296, Pg. 1 (4-11-2002)
Por. Elk Grove Greens Unit No. 2 R.M. Bk. 295, Pg. 12 (4-11-2002)

LOT 124
0.03 AC

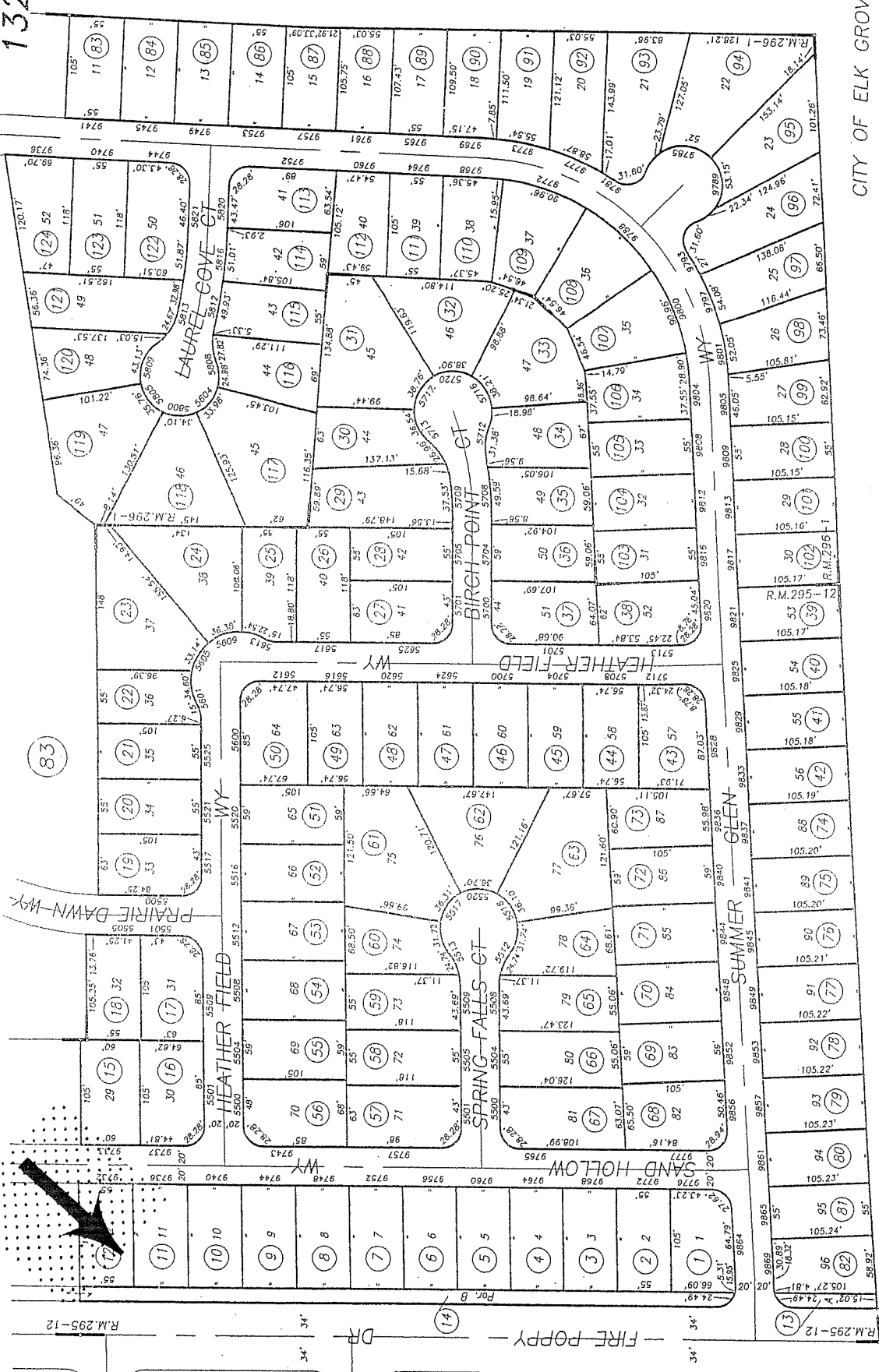
132-086

FOR N 1/2 SEC. 4, 16N., R.5E., M.D.B. & M.

LO 13

1" = 100'

U3



CITY OF ELK GROVE

Assessor's Map Bk. 132 Pg. 086
County of Sacramento, Calif.

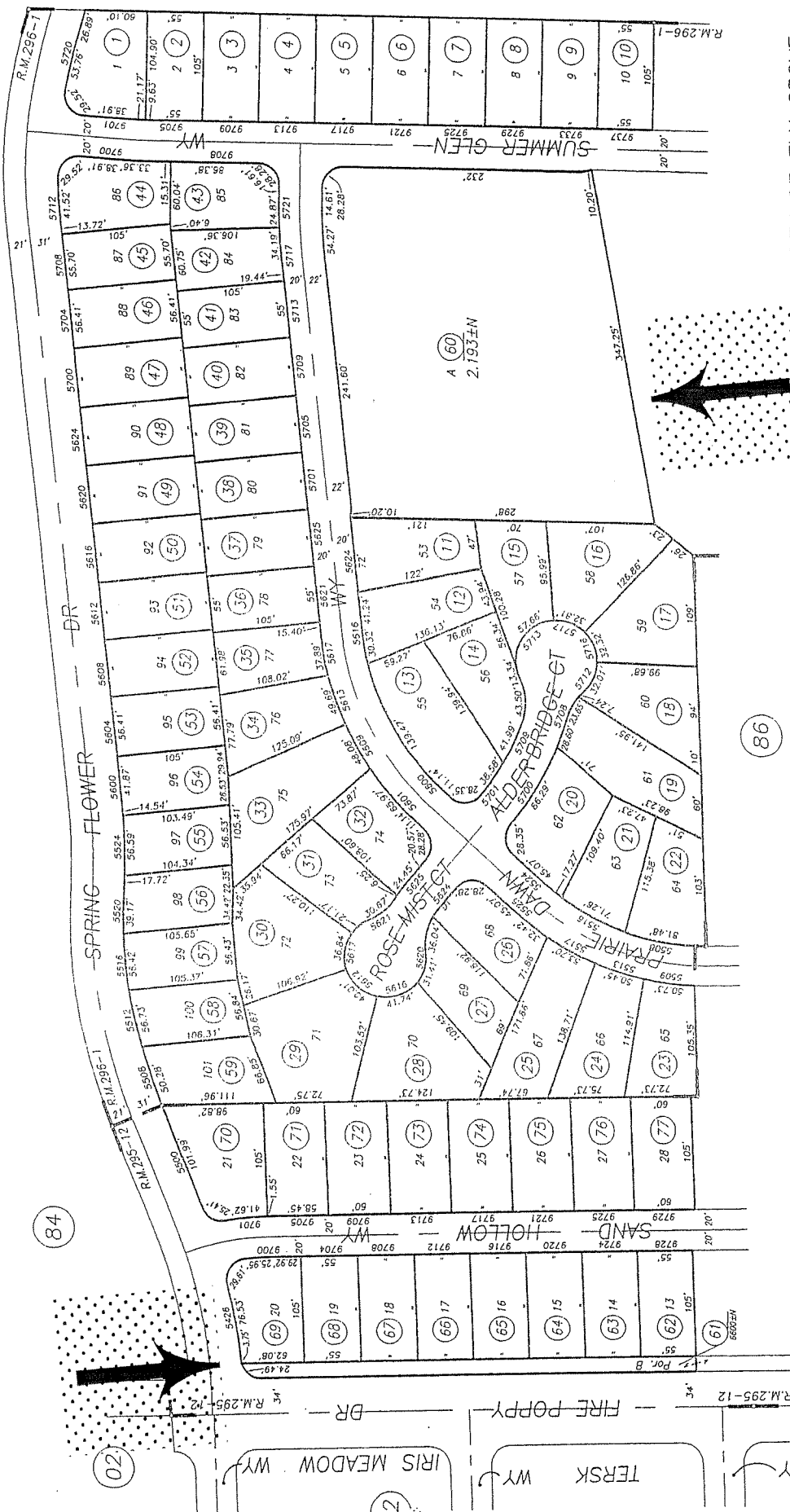
Por. Elk Grove Greens Unit No. 3 R.M. Bk. 296, Pg. 1 (4-11-2002)
Por. Elk Grove Greens Unit No. 2 R.M. Bk. 295, Pg. 12 (4-11-2002)

84

02

86

82



CITY OF ELK GROVE

Assessor's Map Bk. 132 Pg. 083
County of Sacramento, Calif.

Por. Elk Grove Greens Unit No.2 R.M. Bk.295, Pg.12 (4-11-2002)
Por. Elk Grove Greens Unit No.3 R.M. Bk.296, Pg.1(4-11-2002)

ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-66

RESOLUTION ACCEPTING DEED BY THE ELK GROVE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS TO REAL PROPERTY

Waterman Ranch Unit No. 1

APN 134-0750-036 Lot A (Corridor)

APN 134-0750-037 Lot B (Corridor)

APN 134-0110-093 Lot C (Parkland)

APN 134-0110-091 Lot D (Corridor)

APN 134-0750-038 Lot E (Corridor)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from Reynen & Bardis Development, LLC, a California Limited Liability Company, the real property described in the attached Deed and made a part hereof by reference for all purposes, and

WHEREAS, Reynen & Bardis Development, LLC, a California Limited Liability Company has made, executed, acknowledged and delivered to said Elk Grove Community Services District, a Grant Deed dated the 2nd day of August, 2000, conveying the real property described in the Deed, to said Elk Grove Community Services District;

NOW THEREFORE BE IT RESOLVED that the Board accepts the Grant Deed attached hereto and directs the same to be forwarded to the Recorder of Sacramento County, California for recording.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

Recording Requested By:

When Recorded Return To:

Mail Tax Statements to:

Same

Documentary Transfer Tax \$-_____
_ Computed on Full Value of Property
_ or computed on full value less liens
_ and encumbrances remaining at time of
sale

The Undersigned

[Signature of Declarant or agent]

[determining tax.Firm Name]

*Waterman Ranch Unit No. 1
Landscape Strips of open space
& park site*

Lot A 134-0750-036 1.36ac 134-0110-091 .290 ac

B 134-0750-037 1.13ac

GRANT DEED

*C 134-0110-033
Acre 2.48*

E 134-0750-033 1.75ac

By this instrument dated 8/2, 2000 For a valuable consideration,

REYNEN & BARDIS DEVELOPMENT, LLC, A California Limited Liability Company

hereby Grants to **ELK GROVE COMMUNITY SERVICE DISTRICT**

the following described Real Property in the State of California, County of Sacramento City of
unincorporated Area

Lots A, B, C, D and E, as shown on the Map of Waterman Ranch Unit No. 1, recorded in Book 275 of
Maps, Map No. 7, records of said county.

**REYNEN & BARDIS DEVELOPMENT, LLC,
a California Limited Liability Company**

By: 

By: _____

John D. Reynen, Managing Member

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On August 2, 2000 before me, the undersigned, personally appeared

JOHN D. REYNEN

[XX] personally known to me - OR - [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Sharon A. Wichmann
Signature of Notary



275-7B

VESTING FINAL MAP OF
WATERMAN RANCH
UNIT NO. 1
BEING LOT 1 AND A PORTION OF LOTS 2, 7 AND 8 OF
"AMENDED PLAT OF FLAME TOKAY GRAPE COMPANY'S
COLONY NO. 1" RECORDED IN BOOK 7 OF MAPS, MAP 8,
CITY OF ELK GROVE, CALIFORNIA
BLACK & SONS
CIVIL ENGINEERS, INC.
SACRAMENTO, CALIFORNIA
AUGUST 2000

CENTRAL
WAY

LOT 3
7 B.M. 8

LOT 4
7 B.M. 8

LOT D
2.10 AC

LOT G
2.10 AC
"RESTRICTED BUILDING
AND USE AREA"

PORTION
LOT 2
7 B.M. 8

**SEE
SHEET
8**

PORTION
LOT 7
7 B.M. 8

**SEE
SHEET
7**

SEE SHEET 2
FOR EASEMENT TIES

LOT C
2.45 Acres Net

**SEE
SHEET
7**

**SEE
SHEET
6**

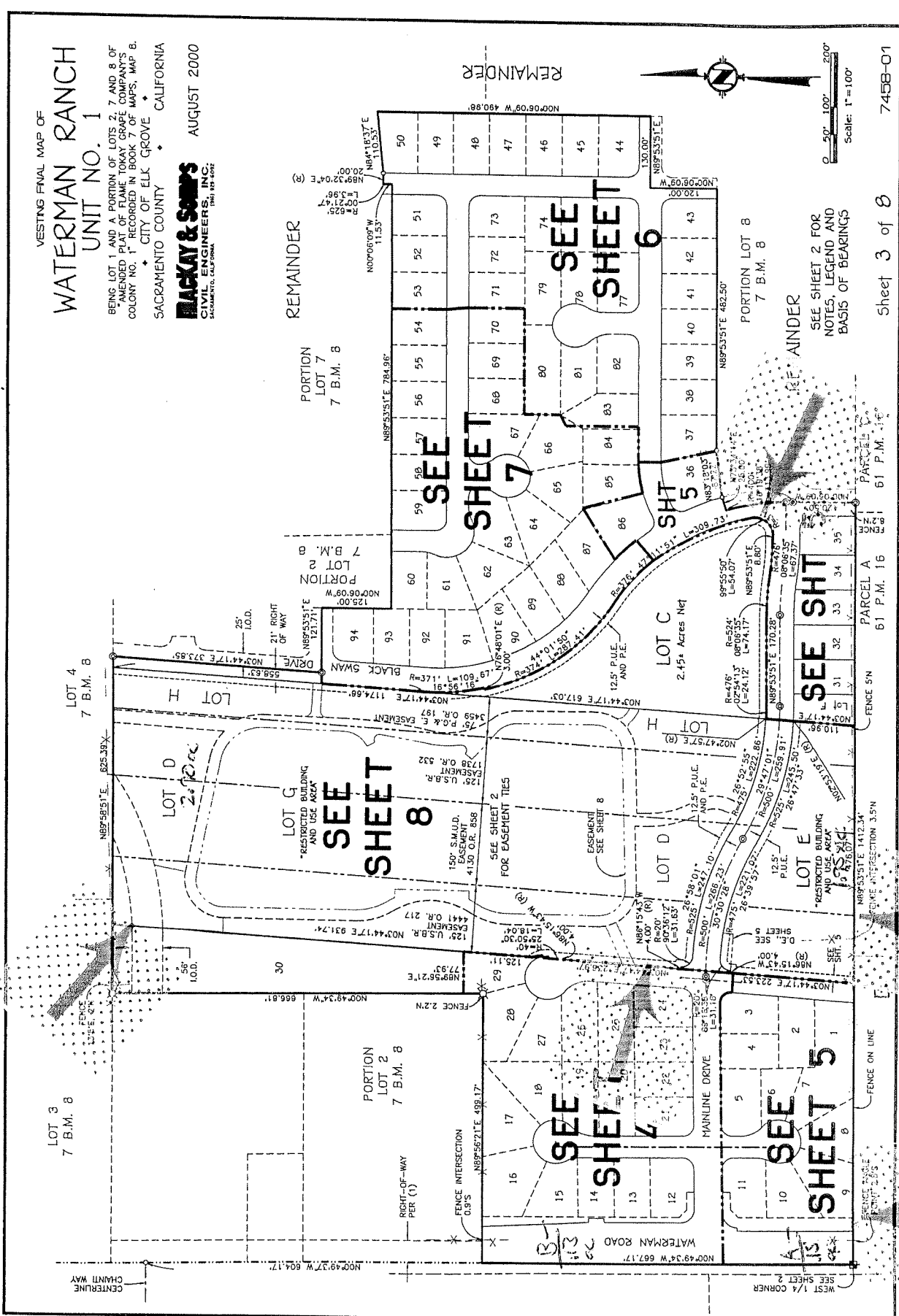
**SEE
SHEET
5**

**SEE
SHT
5**

PORTION LOT 8
7 B.M. 8

**SEE SHEET 2 FOR
NOTES, LEGEND AND
BASIS OF BEARINGS**

Sheet 3 of 8 7458-01



ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-67

RESOLUTION ACCEPTING DEED BY THE
ELK GROVE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS TO REAL PROPERTY
GRANT OF LANDSCAPE MAINTENANCE EASEMENT
LAGUNA GATEWAY PHASE 2
Lots 1, 2, 4, 5 and 10
(portion of APN 116-0320-038)

WHEREAS, the Elk Grove Community Services District, a political subdivision of the State of California, heretofore received from PAPPAS GATEWAY, L.P., a California Limited partnership, an easement for property described in the attached Easement and made a part hereof by reference for all purposes, and

WHEREAS, Elk Grove Community Services District desires to execute the requested easement affecting the real property described therein.

NOW THEREFORE BE IT RESOLVED that the Secretary of the Board of Directors be and is hereby authorized and directed to execute said easement agreement and to cause the same together with this Resolution to be recorded in the Office of the Recorder of Sacramento County, California.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of May, 2005, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL THIS DEED AND,
UNLESS OTHERWISE SHOWN BELOW,
MAIL TAX STATEMENTS TO:

SPACE ABOVE FOR RECORDER'S USE

GRANT DEED - EASEMENT

State of California
County of Sacramento

THIS GRANT DEED is made as of September 3, 2004, by PAPPAS GATEWAY, L.P., a California limited partnership ("**Grantor**"), to the ELK GROVE COMMUNITY SERVICES DISTRICT, a governmental agency ("**Grantee**").

WHEREAS, the "**Lots**" shall mean and refer to Lots 1, 2, 4, 5 and 10 as shown on that certain Parcel Map entitled "Laguna Gateway Phase 2" filed in the office of the Sacramento County Recorder in Book 174 of Parcel Maps, Page 23 in the City of Elk Grove, County of Sacramento, State of California;

WHEREAS the "**Laguna Easement Area**" shall mean and refer to that certain 35' wide strip of land on Lots 1, 2, 4 and 5 along Laguna Boulevard, which strip is shown on **Attachment 1** hereto; and

WHEREAS the "**Big Horn Easement Area**" shall mean and refer to that certain 34' wide strip of land on Lots 1 and 10 along Big Horn Boulevard, which strip is shown on **Attachment 1** hereto;

WHEREAS, Grantor desires to convey to Grantee perpetual nonexclusive easements in gross over the Laguna Easement Area and the Big Horn Easement Area to maintain, repair and replace landscaping and irrigation lines and equipment (the "**Landscape Easement**"); and

WHEREAS, Grantor desires to convey to Grantee a perpetual nonexclusive easement in gross over the Big Horn Easement Area to maintain, repair and replace public utilities (the "**Public Utility Easement**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, the Grantor does hereby grant, bargain, sell and convey the Landscape Easement and the Public Utility Easement to the Grantee.

SUBJECT TO all liens and encumbrances whether or not of record.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed by its representative thereunto duly authorized as of the day and year first above written.

GRANTOR:

PAPPAS GATEWAY, L.P., a California limited partnership

By: JCP Properties LLC, a California limited liability company, general partner

By: John L. Pappas
Name: John L. Pappas
Its: Manager

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On September 7, 2004, before me, the undersigned notary public, personally appeared John L. Pappas,

- ☒ personally known to me, or
☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Merrilee Margetts



PARCEL MAP No. 02-298.02 LAGUNA GATEWAY PHASE 2

LOT 2 OF LOT LINE ADJUSTMENT, BOOK 20071211, PAGE 979
CITY OF ELK GROVE, COUNTY OF SACRAMENTO, CALIFORNIA
SHEET 2 OF 3

DA Doucet & Associates, Inc.
1300 Douglas Boulevard, Suite 402, Roseville, CA 95661
Phone: (916) 780-2075 Fax: (916) 780-2075
www.doucetandassociates.com
Austin, TX Northampton, MA Roseville, CA

NOTES

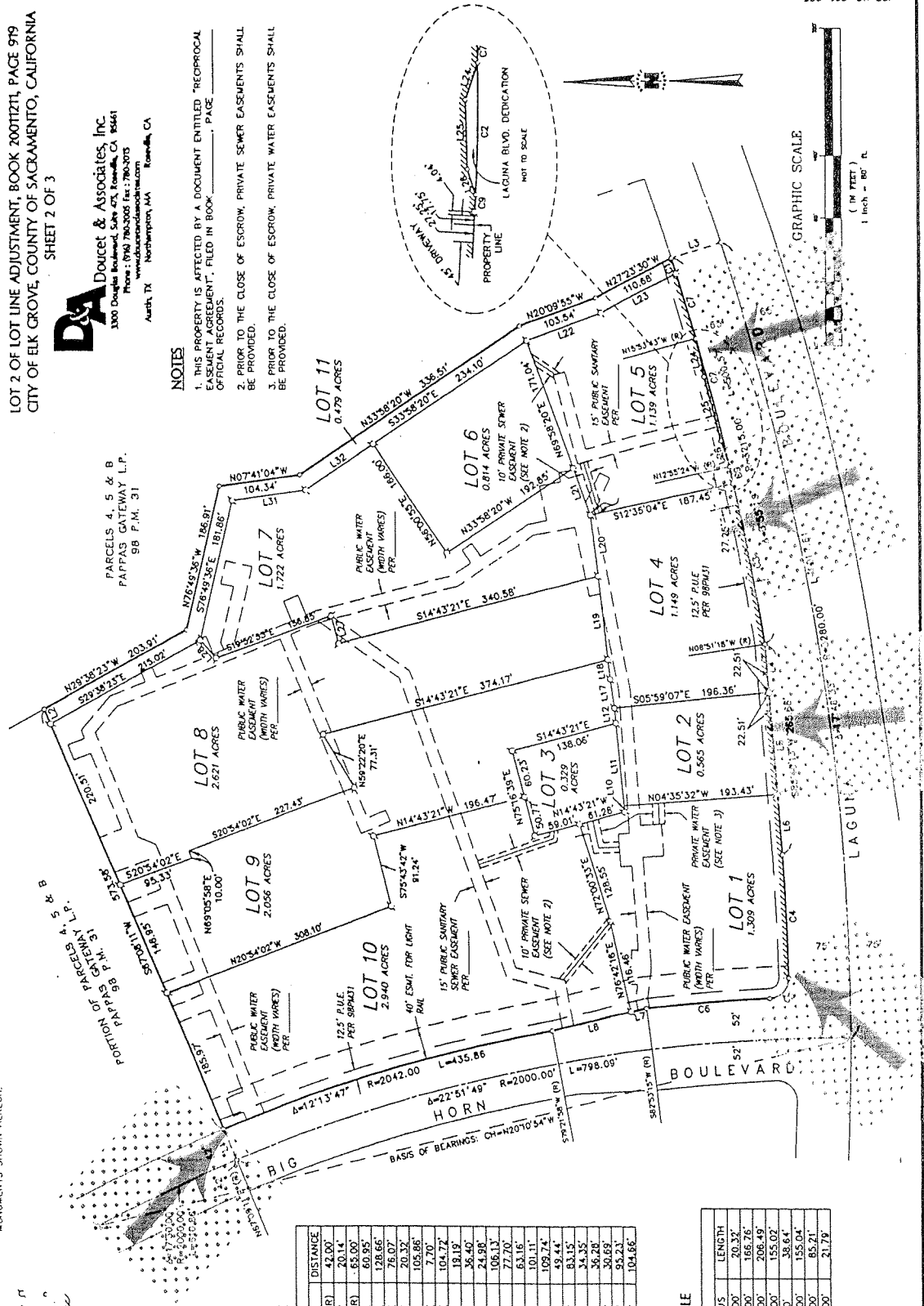
1. THIS PROPERTY IS AFFECTED BY A DOCUMENT ENTITLED "RECIPROCAL EASEMENT AGREEMENT, FILED IN BOOK _____ PAGE _____ OFFICIAL RECORDS.
2. PRIOR TO THE CLOSE OF ESCROW, PRIVATE SEWER EASEMENTS SHALL BE PROVIDED.
3. PRIOR TO THE CLOSE OF ESCROW, PRIVATE WATER EASEMENTS SHALL BE PROVIDED.

BASIS OF BEARINGS

THE BASIS OF BEARINGS OF THIS SURVEY IS THE CENTERLINE OF BIG HORN BOULEVARD BEING NORTH 20°10'54" WEST AS SHOWN ON PARCEL MAP 02-298.01 PAGE 31 AND ESTABLISHED BY THE MONUMENTS SHOWN HEREON.

LEGEND

END 3/4" IRON PIPE #
W/CAP 1/2" IRON PIPE WITH TAG 1/2" 5696" IT
DIMENSION POINT n
NO INGRESS/EGRESS LLLLLLLLL



LINE TABLE

LINE	BEARING	DISTANCE
L1	S87°08'11"W (R)	42.00'
L2	S67°08'11"W	20.14'
L3	S17°46'33"E (R)	65.00'
L4	N85°40'13"E	60.95'
L5	N85°40'13"E	128.66'
L6	N85°40'13"E	76.07'
L7	S13°25'00"E	20.32'
L8	S13°25'00"E	105.86'
L9	N84°22'08"E	104.72'
L10	N84°17'17"E	19.19'
L11	N81°34'02"E	36.40'
L12	N81°34'02"E	24.98'
L13	N81°34'02"E	106.13'
L14	N82°50'12"E	77.70'
L15	N82°50'12"E	63.16'
L16	S20°09'55"E	101.11'
L17	S27°17'49"E	109.74'
L18	S27°17'49"E	49.44'
L19	S27°17'49"E	83.15'
L20	S27°17'49"E	34.35'
L21	N75°15'08"E	36.28'
L22	S48°02'59"W	80.93'
L23	N87°04'24"W	104.66'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	00°21'44"	3215.00'	20.32'
C2	07°58'19"	3215.00'	166.76'
C3	03°40'48"	3215.00'	206.49'
C4	07°46'16"	3205.00'	155.02'
C5	88°33'35"	25.00'	38.64'
C6	04°19'44"	2052.00'	155.04'
C7	01°31'07"	3215.00'	85.21'
C9	00°23'18"	3215.00'	21.79'

STAFF REPORT

DATE: May 3, 2005
TO: Board of Directors
FROM: Jeff Ramos, Administrative Services Director
SUBJECT: REJECTION OF CLAIM



RECOMMENDATION

That the Board of Directors approve Resolution No. 2005-70, Rejecting in Whole the Claim Filed by Alicia Zaragoza.

BACKGROUND/ANALYSIS

A claim was filed by Alicia Zaragoza alleging liability for injuries and damages sustained from an incident which occurred on November 8, 2004. Medic 71 was dispatched for medical aid to the home of Arnulfo Zaragoza whose son, Ricardo Zaragoza, was being detained by police authorities.

This claim was forwarded to Special District Risk Management Authority who provides insurance for the District. They have advised us to reject this claim.

The attached Resolution formally rejects the tort claim.

Should you have any questions, please call me *prior* to the meeting.

Respectfully submitted,

Jeff Ramos
 Administrative Services Director

Attachment

RESOLUTION NO. 2005-70

**RESOLUTION OF THE GOVERNING BOARD OF THE
ELK GROVE COMMUNITY SERVICES DISTRICT**

Rejection of Government Claim

WHEREAS, a claim for monetary damages ("Claim") has been presented by Alicia Zaragoza, dated April 18, 2005, against the Elk Grove Community Services District for medical expenses and damages; and

WHEREAS, California Government Code Section 912.6(a) (1) provides that when a claim is made against a local public entity, a Board may reject the claim, if it finds the claim is not a proper charge against the local public entity; and California Government Code Section 912.6(a) (4) provides that when a claim is made against a local public entity, the board may reject the claim if the legal liability of the public entity is disputed; and

WHEREAS, that the Governing Board of the Elk Grove Community Services District has considered the Claim filed by Alicia Zaragoza.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Elk Grove Community Services District has concluded that the Claim be rejected in its entirety.

BE IT FURTHER RESOLVED that the District's General Manager, or her designee, is authorized to give notice to Alicia Zaragoza, through her attorney of record, Mr. Daniel E. Wilcoxon, of this Governing Board's decision to reject, in its entirety, the Claim, and further advise that said claimant has six (6) months from the date the rejection is deposited in the mail to file a court action on the claim. Such notice, together with a copy of this Resolution, shall be served upon attorney for Alicia Zaragoza on or before May 10, 2005.

PASSED AND ADOPTED this 3rd day of May 2005, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

STAFF REPORT

DATE: May 3, 2005
TO: Board of Directors
FROM: Jeff Ramos, Administrative Services Director
SUBJECT: REJECTION OF CLAIM



RECOMMENDATION

That the Board of Directors approve Resolution No. 2005-71, Rejecting in Whole the Claim Filed by Arnulfo Zaragoza.

BACKGROUND/ANALYSIS

A claim was filed by Arnulfo Zaragoza alleging liability for injuries and damages sustained from an incident which occurred on November 8, 2004. Medic 71 was dispatched for medical aid to the home of Arnulfo Zaragoza whose son, Ricardo Zaragoza, was being detained by police authorities.

This claim was forwarded to Special District Risk Management Authority who provides insurance for the District. They have advised us to reject this claim.

The attached Resolution formally rejects the tort claim.

Should you have any questions, please call me *prior* to the meeting.

Respectfully submitted,

Jeff Ramos
 Administrative Services Director

Attachment

RESOLUTION NO. 2005-71

**RESOLUTION OF THE GOVERNING BOARD OF THE
ELK GROVE COMMUNITY SERVICES DISTRICT**

Rejection of Government Claim

WHEREAS, a claim for monetary damages ("Claim") has been presented by Arnulfo Zaragoza, dated April 18, 2005, against the Elk Grove Community Services District for medical expenses and damages; and

WHEREAS, California Government Code Section 912.6(a)(1) provides that when a claim is made against a local public entity, a Board may reject the claim, if it finds the claim is not a proper charge against the local public entity; and California Government Code Section 912.6(a)(4) provides that when a claim is made against a local public entity, the board may reject the claim if the legal liability of the public entity is disputed; and

WHEREAS, that the Governing Board of the Elk Grove Community Services District has considered the Claim filed by Arnulfo Zaragoza.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Elk Grove Community Services District has concluded that the Claim be rejected in its entirety.

BE IT FURTHER RESOLVED that the District's General Manager, or her designee, is authorized to give notice to Arnulfo Zaragoza, through his attorney of record, Mr. Daniel E. Wilcoxon, of this Governing Board's decision to reject, in its entirety, the Claim, and further advise that said claimant has six (6) months from the date the rejection is deposited in the mail to file a court action on the claim. Such notice, together with a copy of this Resolution, shall be served upon attorney for Arnulfo Zaragoza on or before May 10, 2005.

PASSED AND ADOPTED this 3rd day of May 2005, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

STAFF REPORT

DATE: May 3, 2005
TO: Board of Directors
FROM: Jeff Ramos, Administrative Services Director
SUBJECT: REJECTION OF CLAIM



RECOMMENDATION

That the Board of Directors approve Resolution No. 2005-72, Rejecting in Whole the Claim Filed by the Estate of Ricardo Zaragoza.

BACKGROUND/ANALYSIS

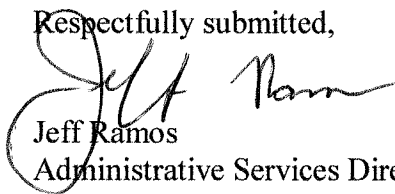
A claim was filed by the Estate of Ricardo Zaragoza alleging liability for injuries and damages sustained from an incident which occurred on November 8, 2004. Medic 71 was dispatched for medical aid to the home of Arnulfo Zaragoza whose son, Ricardo Zaragoza, was being detained by police authorities.

This claim was forwarded to Special District Risk Management Authority who provides insurance for the District. They have advised us to reject this claim.

The attached Resolution formally rejects the tort claim.

Should you have any questions, please call me *prior* to the meeting.

Respectfully submitted,


 Jeff Ramos
 Administrative Services Director
 Attachment

RESOLUTION NO. 2005-72

RESOLUTION OF THE GOVERNING BOARD OF THE
ELK GROVE COMMUNITY SERVICES DISTRICT

Rejection of Government Claim

WHEREAS, a claim for monetary damages ("Claim") has been presented by the Estate of Ricardo Zaragoza, dated April 18, 2005, against the Elk Grove Community Services District for medical expenses and damages; and

WHEREAS, California Government Code Section 912.6(a)(1) provides that when a claim is made against a local public entity, a Board may reject the claim, if it finds the claim is not a proper charge against the local public entity; and California Government Code Section 912.6(a)(4) provides that when a claim is made against a local public entity, the board may reject the claim if the legal liability of the public entity is disputed; and

WHEREAS, that the Governing Board of the Elk Grove Community Services District has considered the Claim filed by the Estate of Ricardo Zaragoza.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Elk Grove Community Services District has concluded that the Claim be rejected in its entirety.

BE IT FURTHER RESOLVED that the District's General Manager, or her designee, is authorized to give notice to the Estate of Ricardo Zaragoza, through its attorney of record, Mr. Daniel E. Wilcoxon, of this Governing Board's decision to reject, in its entirety, the Claim, and further advise that said claimant has six (6) months from the date the rejection is deposited in the mail to file a court action on the claim. Such notice, together with a copy of this Resolution, shall be served upon attorney for the Estate of Ricardo Zaragoza on or before May 10, 2005.

PASSED AND ADOPTED this 3rd day of May 2005, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

STAFF REPORT



DATE: May 3, 2005
TO: Board of Directors
FROM: Jeff Ramos, Administrative Services Director
SUBJECT: REJECTION OF CLAIM

RECOMMENDATION

That the Board of Directors:

1. accept Marcel Iorga's application for leave to present a late claim; and
2. approve Resolution No. 2005-73, Rejecting in Whole the Claim Filed by Marcel Iorga.

BACKGROUND/ANALYSIS

Claims filed against public entities are required to be presented no later than six months after the date of the alleged incident. However, Government Code Section 911.4(a) allows a claimant to present a written application after this six month period but within one year from the date of the alleged incident asking the public entity to grant leave to present a late claim. The written application shall state the reason(s) for the delay in presenting the claim.

On April 22, 2005, the District received written application for leave to present a late claim from Marcel Iorga who suffered injuries while playing volleyball at a company picnic in Elk Grove Park. The incident occurred on September 6, 2004 and Mr. Iorga filed a claim with the City of Elk Grove on October 20, 2004. Subsequent discoveries by Mr. Iorga's attorney led them to the County of Sacramento and our District.

Staff has discussed the written application with Special District Risk Management Authority (SDRMA) and they have advised us that we accept the written application from Mr. Iorga as the District has not been prejudiced by the delay.

Along with the written application was the claim filed by Marcel Iorga alleging liability for injuries and damages sustained from a hidden stake that caused injury to his right leg while playing volleyball at Elk Grove Park on September 6, 2004.

ELK GROVE COMMUNITY SERVICES DISTRICT

Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services

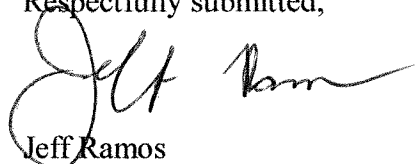
Board of Directors
RE: Rejection of Claim
May 3, 2005
Page 2

This claim was forwarded to SDRMA who provides insurance for the District. They have advised us to reject this claim.

The attached Resolution formally rejects the tort claim.

Should you have any questions, please call me *prior* to the meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeff Ramos", written over a circular stamp.

Jeff Ramos
Administrative Services Director

Attachment

RESOLUTION NO. 2005-73

**RESOLUTION OF THE GOVERNING BOARD OF THE
ELK GROVE COMMUNITY SERVICES DISTRICT**

Rejection of Government Claim

WHEREAS, a claim for monetary damages ("Claim") has been presented by Marcel Iorga, dated April 19, 2005, against the Elk Grove Community Services District for medical expenses and damages; and

WHEREAS, California Government Code Section 912.6(a)(1) provides that when a claim is made against a local public entity, a Board may reject the claim, if it finds the claim is not a proper charge against the local public entity; and California Government Code Section 912.6(a)(4) provides that when a claim is made against a local public entity, the board may reject the claim if the legal liability of the public entity is disputed; and

WHEREAS, that the Governing Board of the Elk Grove Community Services District has considered the Claim filed by Marcel Iorga.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Elk Grove Community Services District has concluded that the Claim be rejected in its entirety.

BE IT FURTHER RESOLVED that the District's General Manager, or her designee, is authorized to give notice to Marcel Iorga, through his attorney of record, Mr. Frank D. Penny, of this Governing Board's decision to reject, in its entirety, the Claim, and further advise that said claimant has six (6) months from the date the rejection is deposited in the mail to file a court action on the claim. Such notice, together with a copy of this Resolution, shall be served upon attorney for Marcel Iorga on or before May 10, 2005.

PASSED AND ADOPTED this 3rd day of May 2005, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

STAFF REPORT



Fire • Emergency Medical • Parks & Recreation

DATE: May 3, 2005

TO: Board of Directors

FROM: Donna L. Hansen, General Manager

SUBJECT: **AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT FOR LANDSCAPE ARCHITECT SERVICES WITH HOLLINGSHEAD, MATSUOKA & ASSOCIATES**

RECOMMENDATION

That the Board of Directors:

1. authorize staff to enter into a professional services contract for landscape architect services with Hollingshead, Matsuoka & Associates (H&M), and
2. authorize the General Manager to execute the professional services contract.

BACKGROUND/ANALYSIS

As you are aware, effective April 1, 2005, the District's Chief of Planning & Design Services retired. In addition, the Associate Landscape Architect left District employment April 29th. These employees have been the chief park designers for the District. The District is continuing to see explosive growth in park development with over 15 new parks scheduled for design and construction over the next two fiscal years.

In order to continue moving forward with our park plans, staff is recommending entering into an agreement for landscape architect services with Hollingshead, Matsuoka & Associates (H&M). The attached agreement outlines the responsibilities of each party in the performance of the requested landscape architect services. There will be a separate Attachment A to the agreement which outlines the specific scope of work and related lump-sum fee for each park project that H&M will perform services for. Per the agreement, the initial projects that H&M will be designing include Morse Park, Bartholomew Sports Park, Pinkerton Park, Machado Dairy Park, Quail Ridge Park, Bilby Meadows Park, Gilliam Meadows Park and East Meadows Park. Additional Attachments will be executed for subsequent park projects.

FINANCIAL IMPACT

There is no financial impact on the General Fund for this contract as funding will come from the various park development fee programs. Prior to consummating any Attachment, staff will verify that the quoted fees are within the allowable amount per the specific finance plan fee schedule.

ELK GROVE COMMUNITY SERVICES DISTRICT

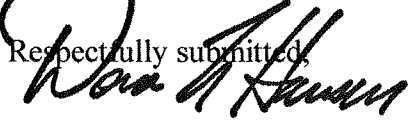
Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services

Board of Directors
Re: Professional Services Agreement
May 3, 2005
Page 2

The attached agreement has been reviewed and approved by legal counsel.

Should you have any questions or comments, please contact me prior to the meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donna L. Hansen", written over the text "Respectfully submitted,".

Donna L. Hansen
General Manager

Attachment

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of May, 2005 (the "Agreement Date") by and between:

"CLIENT"

Name: Elk Grove Community Services District
Address: 8820 Elk Grove Blvd., Suite 1, Elk Grove, CA, 95624
Phone: (916) 685-7069 Fax: (916) 685-5216
Representatives: Donna L. Hansen, General Manager

"HOLLINGSHEAD, MATSUOKA & ASSOCIATES"

Name: Hollingshead, Matsuoka & Associates
Address: 3401 Freeport Blvd, Sacramento, CA 95818
Phone: (916) 806-8828
Representative: Phil Hollingshead

PROJECT NAMES (the "PROJECT"):

Morse Park, Bartholomew Sports Park, Pinkerton Park, Machado Dairy Park, Quail Ridge Park, Bilby Meadows Park, Gilliam Meadows Park, East Meadows Park

CLIENT may bring forth additional PROJECTS to H&M as necessary. For each additional PROJECT, a separate Attachment A shall be prepared in accordance with the provisions of this Agreement.

DESCRIPTION OF WORK: HOLLINGSHEAD, MATSUOKA & ASSOCIATES (H&M) shall render the services described in Attachment "A" for each Project (hereinafter called the "SERVICES") in accordance with this AGREEMENT. H&M may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and H&M by written amendment to this AGREEMENT may from time to time make changes to the description of the SERVICES. All SERVICES shall be performed pursuant to the terms and conditions of this AGREEMENT. A timeline for completion of the SERVICES as outlined in each Attachment A shall be mutually agreed upon by H&M and CLIENT and appropriately documented in writing.

All attachments referred to in this AGREEMENT are incorporated herein by that reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A" for each project, or, if no CONTRACT PRICE is indicated, in accordance with H&M's Schedule of Fees in effect from time to time as the SERVICES are rendered. Payment is due within 30 days of CLIENT receipt of the invoice.

Failure to make any payment when due is a material breach of the AGREEMENT and will entitle H&M, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest on overdue accounts accrues at the rate of 2% per month.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principal's in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party and delivered by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to H&M in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to H&M all relevant information or data pertinent to the PROJECT which is required by H&M to perform the SERVICES. H&M shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of H&M or otherwise. Where such information or data originates either with the CLIENT or its consultants then H&M shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by H&M, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable H&M to carry out the SERVICES. Whether arranged by the CLIENT or H&M, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by H&M and whenever prompt action is necessary shall inform H&M of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for H&M's entry to the PROJECT site as well as other public and private property as necessary for H&M to perform the SERVICES. The CLIENT shall obtain any required approvals, easements, licenses and permits from governmental or any others having jurisdiction over the PROJECT so as not to delay H&M in the performance of the SERVICES.

H&M'S RESPONSIBILITIES: As specified on Exhibit "A", H&M shall furnish the necessary qualified personnel to provide the SERVICES. H&M represents that it has access to the experience and capabilities necessary to perform the SERVICES, and H&M's SERVICES shall be performed in a manner which is consistent with professional skill and care, in a manner consistent with the degree of care and skill usually exercised by Landscape Architects in the same or similar community and in a manner consistent with the orderly progress of the work. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, H&M will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure H&M's performance. There are no other representations or warranties expressed or implied made by H&M, in particular, but not by way of limitation, warranties or guarantees of economic, market or financial conditions, proforma projections, cost estimates, schedules for public agency approvals, or other factors beyond H&M's reasonable control.

In performing the SERVICES under this AGREEMENT, H&M shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by H&M shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve H&M from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' written notice. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' written notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay H&M for the SERVICES performed to the date of termination. Non-payment by the CLIENT of H&M's invoices within 30 days of H&M delivery to CLIENT is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of H&M are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in aggregate, H&M shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, H&M may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

JOBSITE SAFETY: Neither the professional activities of H&M, nor the presence of H&M or its employees and subconsultants at a construction site, shall relieve the CLIENT or any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, H&M and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. To the extent H&M or its employees or sub consultants are on site, H&M shall be responsible for their activities and associated safety requirements.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, H&M's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable costs and project schedule, it is recognized that neither the CLIENT nor H&M has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on H&M's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the PROJECT will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by H&M. The exact costs and the time required to complete the PROJECT will be determined only when bids have been received for the PROJECT, the construction work has been performed, and payments finalized.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: H&M shall, to the best of its ability, interpret building codes, zoning laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, H&M shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, zoning laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of H&M, through no fault of H&M, and any extra costs necessary to conform to such changes or interpretations during or after the performance of the SERVICES will be paid by the CLIENT.

H&M shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, H&M shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not H&M's responsibility nor are H&M's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and H&M that only work which has been seen during an examination by H&M can be said to have been appraised, and comments on the balance of any construction work are assumptions only.

When field services are provided by H&M, the authority for general administration of the PROJECT shall reside with H&M. In such case, H&M shall coordinate the activities of other consultants and the contractor employed by the CLIENT, and then only to the extent that H&M is empowered to do so by such other's contracts with the CLIENT.

H&M shall not be responsible for any contractor's failure, other than its own forces or subcontractors, to carry out the work in accordance with the contract documents nor for the acts or omissions of any contract, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by H&M of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, H&M shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by H&M or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, H&M will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than H&M, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations. Neither the professional activities of H&M, nor the presence of H&M or its employees and subconsultants at a construction site, shall relieve the CLIENT, Contractors or any other entity of their obligations, duties and responsibilities with respect to jobsite safety. Subject only to applicable legislation, H&M has no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any environmental, health or safety activities or precautions. Field services provided by H&M do not constitute on-site supervision of the construction contractor.

LIABILITY OF H&M: H&M releases the CLIENT from any liability, and agrees to defend, indemnify and hold CLIENT harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges for court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES by H&M, excepting liability arising from the sole negligence or sole willful misconduct of the CLIENT. The CLIENT releases H&M from any liability, and agrees to defend, indemnify and hold H&M harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges for court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence or sole willful misconduct of H&M.

As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against H&M and not against any of H&M's employees, officers or directors.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, H&M knowingly encounters any such substances, H&M shall notify the CLIENT and, without liability for consequently or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against H&M, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES, except to the extent that they are caused by the negligence or knowing/willful misconduct of H&M. The CLIENT further agrees to indemnify and hold H&M harmless from and against all claims, costs, liabilities and damages, including reasonable attorney's fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of H&M. H&M and the CLIENT waive all right against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: The documents, drawings, specifications and estimates prepared by H&M or H&M's consultants for this PROJECT, shall be and remain the property of the CLIENT. Such documents, drawings, specifications and estimates shall be the property of the CLIENT whether or not the work for which they were made is executed, and notwithstanding any copyright. The CLIENT reserves the right to reuse all or part of the documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for CLIENT. The CLIENT is not bound by this Agreement to employ the services of H&M in the event such documents are reused. In the event that H&M's documents are subsequently reused or modified in any material respect without the prior written consent of H&M, the CLIENT agrees to indemnify H&M from any claims advanced on account of said reuse or modification.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW AND VENUE: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed and venue shall be in Sacramento County.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or H&M, the CLIENT and H&M shall attempt to resolve any dispute between them arising out of or in connection with the AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor H&M shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT AND H&M relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and H&M.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and H&M.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

CLIENT

"HOLLINGSHEAD, MATSUOKA & ASSOCIATES"

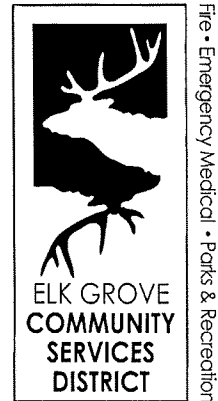
By: _____

By: _____

Its: _____

Its: _____

STAFF REPORT



DATE: May 3, 2005

TO: Board of Directors

FROM: Fred Bremerman, Superintendent
Advance Planning and Operations

THROUGH: Donna L. Hansen, General Manager

SUBJECT: PUBLIC HEARING FOR ADOPTION OF THE LAND USE AND DEVELOPMENT PLAN AND ENVIRONMENTAL DOCUMENTS FOR EHRHARDT OAKS PARK IN EAST FRANKLIN; ADOPTION OF RESOLUTION NO. 2005-68 CERTIFYING THE NEGATIVE DECLARATION; AND CERTIFY THE "LEAD AGENCY FINAL DETERMINATION OF EXEMPTION FROM AB 3158 ENVIRONMENTAL REVIEW FEE."

RECOMMENDATION

That the Board approve the following:

- 1) Adoption of the land use and development plan for Ehrhardt Oaks Park in East Franklin; and
- 2) Adoption of the resolution certifying the negative declaration; and
- 3) Certify the exemption from AB 3158 environmental review fee.

BACKGROUND/ANALYSIS

On April 5, 2005, the Board of Directors approved the conceptual master plan (Exhibit A) and set a public hearing for May 3, 2005 to adopt the Land Use and Development plan for Ehrhardt Oaks Park, a 1.9-acre park. The park is located on Percheron Drive at the corner of Dartmoor Way (Exhibit B).

This park includes the historic Ehrhardt home and also has a number of large oak trees. The mini-park will include turf, irrigation, walkways, trees, a play lot, and shade structure.

Staff held three meetings with residents to review the park master plan, the play lot equipment, and plan for the Ehrhardt home restoration. Staff is preparing the park construction documents, with bidding anticipated in May/June 2005. Construction will begin shortly thereafter.

This public hearing, as required under the California Environmental Quality Act (CEQA), is to adopt the Land Use and Development plan. The attached resolution (Exhibit C) provides for adoption of the Land Use and Development plan along with the Negative Declaration and Notice of Determination (Exhibit D) for the Board to certify that this park will not have any significant negative affects on the environment.

AB 3158 directs the State Department of Fish and Game (DF&G) to levy a fee of \$1,250 on any project that requires participation from the DF&G in the environmental review process. This park is

considered "de minimus" and exempt from review by DF&G because it has no affect on fish projects. The Board must certify this exemption and direct the General Manager to sign the attached determination of exemption (Exhibit E).

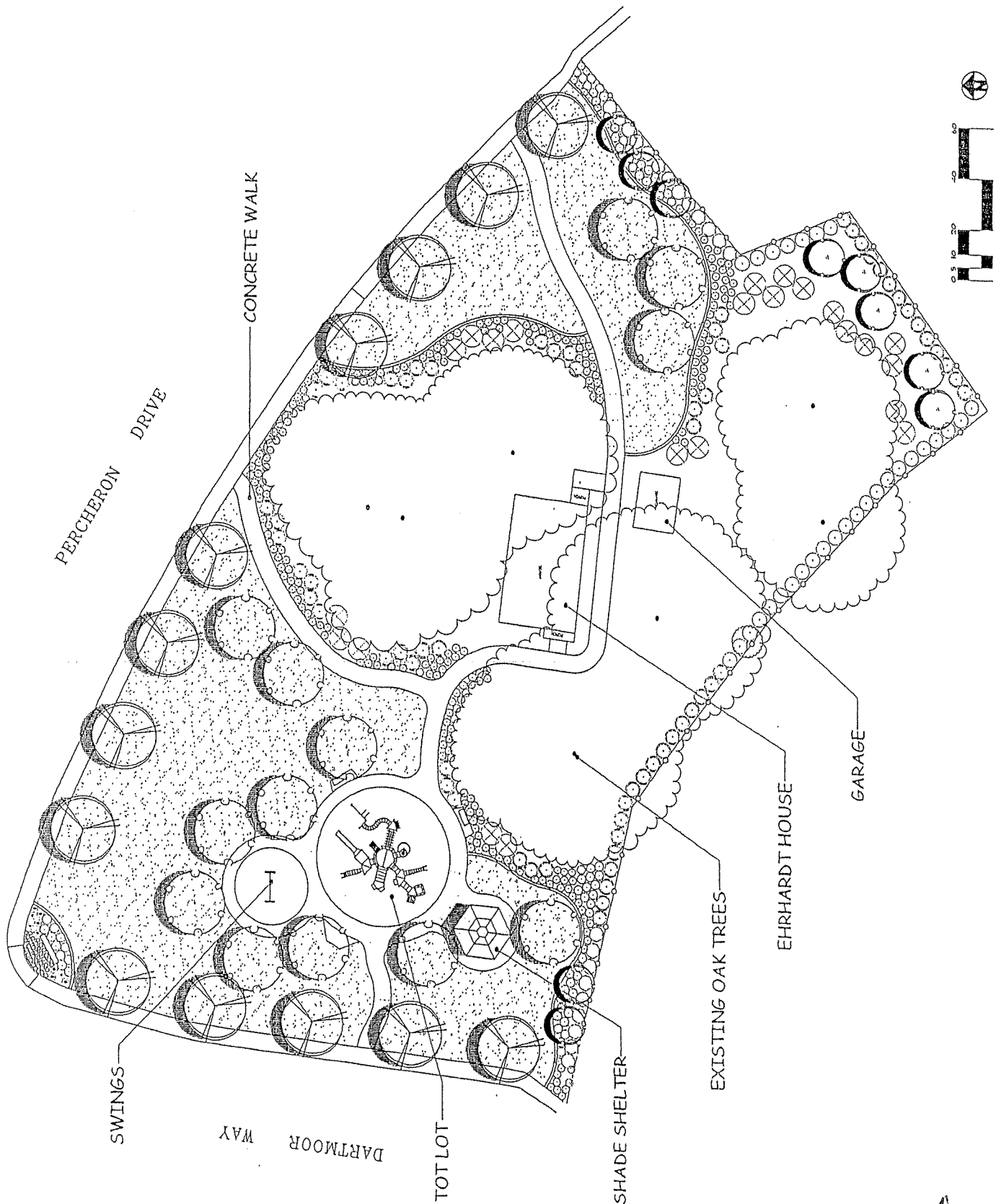
If you have any questions, please call me prior to the meeting.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Fred Bremerman".

Fred Bremerman, Superintendent
Advance Planning and Operations

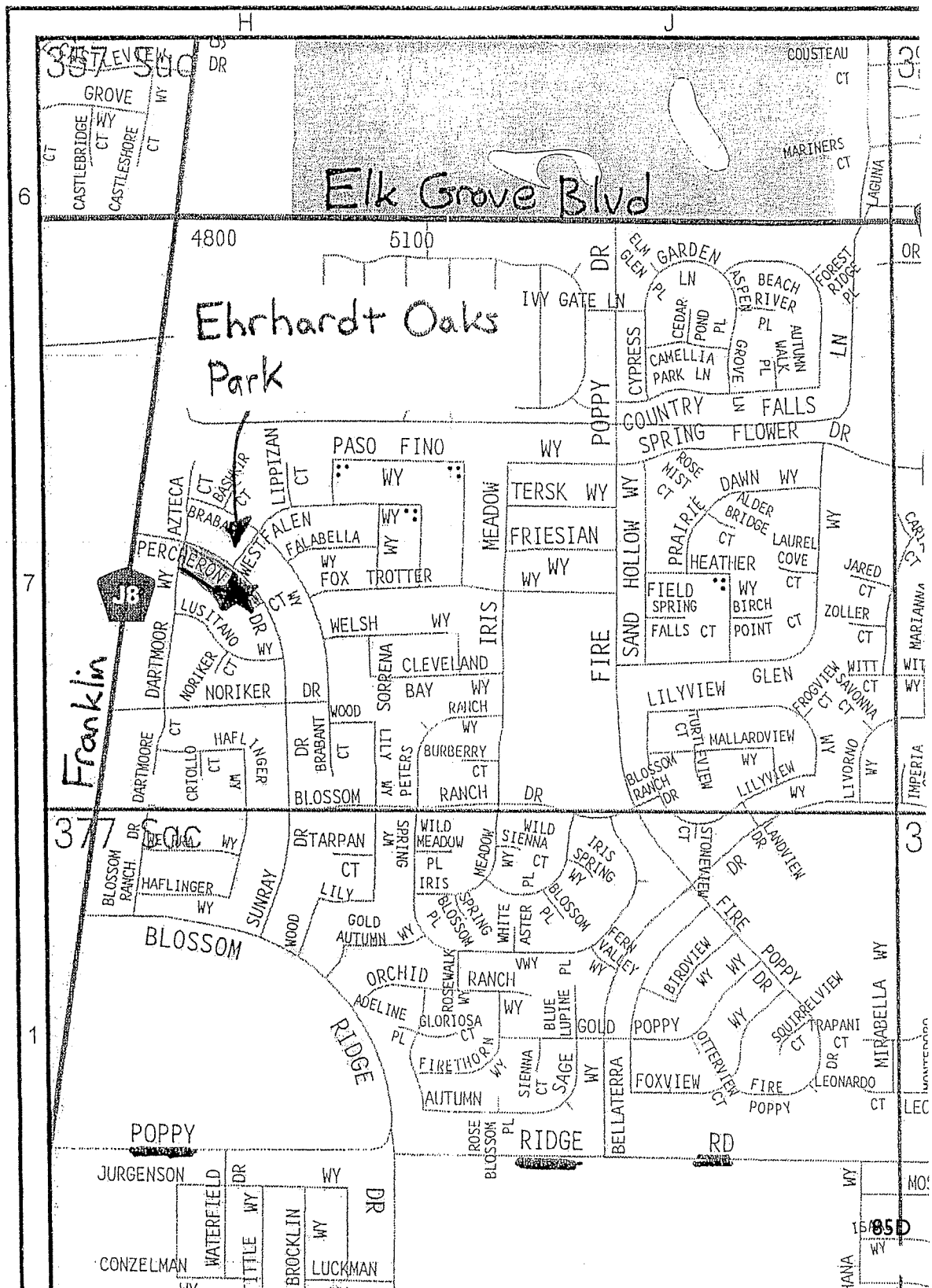
Attachments



EHRHARDT OAKS PARK

EXHIBIT A

EXHIBIT B



ELK GROVE COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2005-68

EHRHARDT OAKS PARK LAND USE DEVELOPMENT PLAN

BE IT RESOLVED AND ORDERED that the Board of Directors hereby certify the Negative Declaration for Ehrhardt Oaks Park Land Use and Development Plan. Legal Notice of Public Hearing was filed and advertised in accordance with applicable codes.

PASSED AND ADOPTED by the Board of Directors of the Elk Grove Community Services District, this 3rd day of **May 2005**, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elk Grove Community Services District

Elliot Mulberg, President

ATTEST:

Donna L. Hansen, Secretary

EXHIBIT C

NOTICE OF DETERMINATION

TO: County Clerk
County of Sacramento
720 9th Street, Room 103
Sacramento, CA 95814

APPLICANT: Elk Grove Community Services District
Department of Parks & Recreation
8820 Elk Grove Blvd. Suite 3
Elk Grove, CA 95624

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 and 21152 of the Public Resources Code.

TITLE: EHRHARDT OAKS PARK LAND USE AND DEVELOPMENT PLAN

ASSESSOR'S PARCEL NO: 132-0700-056

LOCATION: The park site is located at the corner of Percheron Drive and Dartmoor Way.

PROJECT DESCRIPTION: The proposed project consists of the approval of a Land Use and Development Plan for a 1.9-acre mini park. The improvements include turf, irrigation, landscaping, walkways, children's play lot, shade structure, and park benches. Security lighting will be placed throughout the park, but no lighted sports fields or courts are planned.

Contact Person: Fred J. Bremerman, Advance Planning and Operations Superintendent
(916) 405-5305

This is to advise that the Elk Grove Community Services District, Department of Parks and Recreation (Lead Agency and Responsible Agency) has approved the above described project on May 3, 2005 and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA. A copy of the Negative Declaration is attached.
3. Mitigation measures were not made a condition of the approval of the project.

This is to certify that the final Negative Declaration with comments and responses and record of the project approval is available to the General Public at: Elk Grove Community Services District, 8820 Elk Grove Blvd., Elk Grove, CA 95624.

Date Received for Filing:

By _____ Date: _____
Donna L. Hansen, General Manager
Elk Grove Community Services District

EXHIBIT D

**CALIFORNIA DEPARTMENT OF FISH AND GAME
CERTIFICATE OF FEE EXEMPTION
DE MINIMIS IMPACT FINDING**

TITLE: EHRHARDT OAKS PARK LAND USE AND DEVELOPMENT PLAN

ASSESSOR'S PARCEL NO: 132-0700-056

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FINDINGS OF EXEMPTION:

- A. The Advance Planning and Operations Superintendent for the Elk Grove Community Services District conducted an initial study in order to evaluate the potential for adverse environmental impacts;
- B. There is no evidence before the Elk Grove Community Services District to indicate that the proposed project will have any potential for adverse effects on wildlife resources.

Certification:

I hereby certify that the public agency has made the above finding and that the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

By: _____

Fred Bremerman, Advance Planning and Operations Superintendent
Elk Grove Community Services District
8820 Elk Grove Blvd. Suite 3
Elk Grove, CA 95624

By: _____

Donna L. Hansen, General Manager
Elk Grove Community Services District
8820 Elk Grove Blvd. Suite 1
Elk Grove, CA 95624

EXHIBIT E

STAFF REPORT



Fire • Emergency Medical • Parks & Recreation

DATE: May 3, 2005

TO: Board of Directors

THROUGH: Donna Hansen, General Manager

FROM: Keith Grueneberg, Fire Chief

BY: Steven Foster, Assistant Chief/Fire Marshal

SUBJECT: AWARD CONTRACT FOR PAVEMENT REPLACEMENT AT STATION 74R

RECOMMENDATION:

That the Board of Directors award the contract for pavement replacement of Fire Station 74R (Laguna Park Drive) to Younger General Contractors as the lowest responsible bidder for \$246,000, and authorize the General Manager to execute all necessary documents and expend funds for necessary permits, testing, equipment, contingencies, and architectural and engineering fees to insure the pavement replacement of Fire Station 74R

BACKGROUND/ANALYSIS:

On May 3, 2005, the Board of Directors authorized staff to seek bids for the pavement replacement of Fire Station 74R. The Elk Grove Community Services District advertised for bids for the construction on April 13 and April 20, 2005. The engineer's estimate was \$342,594.

On April 27th, 2005, bids were opened and tabulated by the District. Six companies were asked to bid in addition to advertising in local papers. The only bid received by the District was Younger General Contractors at \$246,000.

Younger General Contractors is therefore the lowest responsive bidder with a bid of \$246,000. Younger General Contractors is currently the contractor at Station 74. This fact will make sequencing of the project in relation to electrical gates, water-sewer storm connections, striping, patio paving, curb and sidewalk pours, more cost effective and efficient.

Total project costs are listed below:

General Contractor:	\$246,000
Testing:	\$ 4,000
Contingency (10%):	\$ 24,700
Architect:	<u>\$ 8,000</u>
TOTAL:	\$283,700

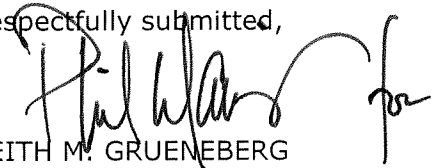
Funding for this project will come from several sources including already budgeted expenditures for this project, pavement repair at Station 73, etc. Any re-appropriations that may be necessary will be prepared at the end of the fiscal year when all revenue and expenditure amounts are known.

The following actions were taken to determine if Younger General Contractors is a responsible and responsive bidder:

- District counsel performed a litigation check to the satisfaction of the General Manager.
- Building Maintenance Coordinator, Dan Kunz, checked references. Dan Dameron of MFDB Architects checked with the architects of the projects listed as references by Younger General Contractors.
- District counsel performed a bankruptcy check. There are no records showing Younger General Contractors filed for bankruptcy.
- The State Contractor's Licensing Board was contacted and Younger General Contractors has a current and active license.

Should you have any questions, contact Steven Foster prior to the Board meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Keith M. Grueneberg", followed by a small flourish or mark.

KEITH M. GRUENEBERG
Fire Chief

STAFF REPORT

DATE: May 3, 2005

TO: Board of Directors

THROUGH: Donna L. Hansen, General Manager
Jeff Ramos, Administrative Services Director

FROM: Karen Goesch
Administrative Analyst

SUBJECT: CONTRACTED SHERIFF'S SECURITY SERVICES



RECOMMENDATION

That the Board of Directors authorize the General Manager to contract with the Sacramento County Sheriff's Department for year round Sheriff's Off-Duty Program Security Services for the District's facilities and parks and to approve funding up to \$ 130,000 for the total cost of said services. In addition, a total of \$32,000 is requested to be funded from reserves to cover the purchase of a District owned Security vehicle for use in this program. This vehicle was originally to be requested as part of the FY 05/06 Budget, however it should be purchased now as part of the inception of the services and is essential to the ultimate goal of this program.

BACKGROUND

The small town atmosphere of Elk Grove has expanded to include numerous people of various cultures and backgrounds who are now drawn to use the District's parks, facilities, and services. These include not only the parks, but also facilities including but not limited to the Skate Park, Aquatics Complex, and gymnasium at the Wackford Aquatics and Community Center, Laguna Town Hall facilities, Elk Grove Park's Strauss Island and the Pavilion. The people that are using the facilities come not only from Elk Grove, but from surrounding areas as well. An incident can and will occur unless the District becomes proactive and takes steps to guard against problems. There was recently an incident at the Skate Park involving an injured participant as a result of an altercation with an outside person who was on the premises of the facility. There have been other minor altercations that have occurred as well. The issue of safety as well as liability for the District should be a priority. In the past, the District has used private security companies who have provided young security guards. In many instances, these guards, although may possess guard cards, do not have peace officer authority to deal with particular problems. In order to provide for the best possible safety for the community, participants and people using the District's parks and facilities, as well as District employees and other staff, we are currently exploring contracting with the Sheriff's Department for off-duty Deputy Sheriffs to provide the necessary security for the District.

JUSTIFICATION

The benefits of having a contracted year round off duty Deputy Sheriff and Security vehicle are numerous and eliminate many problems, including:

1. Availability & Response: By having a contracted off-duty Sheriff's Department Deputy Sheriff assigned to work the District's parks and facilities, an officer will be available to respond to problems or mitigate any problems that might occur. These problems include people loitering, confrontations, parking issues, trespassing problems, or other violations that may occur. The Elk Grove Police Department has wide-ranging coverage within the boundaries of the City of Elk Grove and are dispatched to calls by priority depending on the type of call and the number of officers required. Calls are received when then are phoned in and unless it is a 911 call, there is often a delay, as the information must be typed up, then prioritized, then electronically sent to the Dispatcher which results in a further delay. Once the Dispatcher receives the call, it is then placed in a waiting call queue. At this point, the call waits until a unit is available to respond to the call. By having a deputy assigned to the District, the delay in response would be greatly decreased or eliminated.
2. Proactivity & Familiarity: Having familiarity with what is occurring at the District's facilities in regards to programs, knowing if there have been any previous problems, becoming familiar with regular attendees, as well as having the knowledge of the District's policies is another asset. The officer who is contracted by the District will have the benefit of this knowledge. Contrarily, the officer who is dispatched may not be familiar with the District, the operations of the facility, or history of any previous problems. An officer who has familiarity with operations, procedures, as well as knowledge of problems, can be more beneficial in crime prevention and being proactive to problems. The officer will also have contacts within the school district, including school officers as well as school administrators. This communication will add to a working relationship which will enhance and provide coordination in preventing problems as well as dealing with them, if they should occur.
3. Uniformed Presence: The presence of a Sacramento County Deputy Sheriff at the District's parks and facilities sends a message to those persons who may look at an opportunity to cause a problem or commit a crime. When a person sees a uniformed officer, they know that this officer has the authority and ability to arrest and correct the problem within the guidelines of the law. The officer has the ability and power to eliminate minor infractions such as loitering, trespassing, but also the authority to cite and/or arrest those who refuse to comply with the law, whether it be the Penal Code, Vehicle Code, or other Codes and Ordinances.
4. Safety and Liability: By hiring an officer, the District is taking steps necessary to provide a safe environment for all persons and reduce liability. The partnership with the Sacramento County Sheriff's Department and the Elk Grove Community Services District is one that can gain further support from the public and provide for the safety of the community and the District's employees.
5. District Wide Coverage: The vehicle will provide the District Officer with a means to patrol the District's parks and facilities, enabling the officer to provide wider coverage than a stationary officer confined to foot patrol. The officer may be assigned by the District to concentrate on particular areas for specific assignments at specific locations as part of the contract.

ELK GROVE COMMUNITY SERVICES DISTRICT

Your Independent Local Government Agency Providing Parks, Recreation, Fire and Emergency Medical Services

SPECIFICATIONS:

The Sheriff's Off-Duty Security Contract is currently being negotiated. Once the contract is completed and reviewed by legal counsel, staff will bring it forth for the Board's review. The total dollar amount is not to exceed \$ 130,000 per year. This will serve to cover salary costs for coverage of the officers who will provide security for all parks and facilities owned by the District. The cost is based on a proposed schedule for a sworn Sacramento County Deputy Sheriff, both Sergeant and Deputy for 60 hours per week, with tentative coverage per the attachment (See Attachment A). The hours were based on the busiest times at areas within the District. For further clarification, this officer will be known as the District Officer. It should be noted that the hours proposed per the Attachment are flexible with proper notification in accordance with the contract. The assigned officer would provide both vehicle (District Vehicle) and foot patrol, in uniform, and would have full peace officer authority. In the event other private security staff are utilized at an event, the District Officer would have ultimate authority over other security hired. The sergeant would serve to provide security, as well as coordination to ensure that the shifts are filled by a regular team of officers. In turn, should an officer not be working out, either the Sergeant and/or the District will have the authority to request replacement of the officer.

The officers will have radios in the event they need to request additional units to respond, to request emergency equipment, or in any other way require the needs of the Dispatch Center of the Sheriff's Department. The officer will be available to follow-up on problems by communications with other officers as well as the School District Officers and school staff.

To provide further introductory information, Attachments B and C are samples of the Sheriff's Departments current off-duty policies and guidelines for contracted officers. These are provided as information only at this time to provide the Board with an idea of the off-duty requirements and limitations.

The security vehicle will be purchased, owned, and maintained by the District. The Security vehicle will meet the specifications of those of the Sacramento County Sheriff's Department in regards to minimum law enforcement requirements and safety standards. The vehicle will include the cage, push bar, standard 800mhz radio for communications, Public Address system, and standard light bars. The estimate provided in Attachment D consists of the base cost of a used vehicle as well as the additional modification costs. The vehicle will have the Sacramento County Sheriff's Department seals on the doors with the wording "In Partnership with the Elk Grove Community Services District" on the rear quarter panels on each side. The cost of \$ 32,000 provides a savings in that the rental cost of a vehicle through the Sheriff's Department is \$ 9.00 per hour. Based on this figure, if an officer worked 80 hours per week, the cost of the vehicle x 52 weeks would total \$ 37,440. Therefore, the purchase of the vehicle over renting would amount to a savings over a period of time.

CONCLUSION:

The District should take steps to provide for the safety and security of the facilities, parks, and all persons involved by taking a proactive approach. By contracting with the Sheriff's Department, the added features of having an officer immediately available to respond and provide proactive

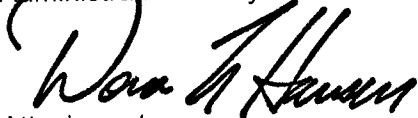
Board of Directors
Re: Contracted Sheriff's Security Services
May 3, 2005
Page 4

enforcement would be an asset. The presence of an officer serves as a deterrent to those intending on causing problems or contemplating committing a crime. With an officer available on a regular basis, it would increase communication between the community, schools, law enforcement, as well as the District. In addition, the use of a District owned security vehicle would enhance the operation and provide the necessary element needed to provide coverage at all District parks and facilities due to the wide ranging geographic locations.

If you should have any questions, please contact me prior to the meeting at 685-5571.

Respectfully submitted,

Karen Goesch
Administrative Analyst

A handwritten signature in black ink, appearing to read 'Karen Goesch', written over the typed name.

Attachments

SECURITY SERVICES INFORMATION REGARDING CONTRACTED SERVICES WITH
SACRAMENTO COUNTY SHERIFF'S DEPARTMENT
Attachment A

**Proposed Annual Contract Cost with Estimated New Rates &
No Vehicle**

Day	Time	Total Hrs	Rank	Hrly Cost	Weekly Cost	Annual
Sun - Thu	1600-2400	40	Deputy	\$39.19	\$1,567.60	\$81,515.20
Friday	1500-0100	10	Deputy	\$39.19	\$391.90	\$20,378.80
Saturday	1500-0100	10	Sergeant	\$42.20	\$422.00	\$21,944.00
			Total Cost	\$120.58	\$2,381.50	\$123,838.00

OFF-DUTY PROGRAM POLICIES

1. Deputies can perform law enforcement functions only.
2. The liability coverage provided by the County **does not extend** to activities which are other than a law enforcement function.
3. No job can begin until the *Indemnification Agreement* and the *Employer Agreement* are signed and returned to the Off-Duty Office.
4. Our minimums are three (3) continuous hours per officer Monday through Thursday, and four continuous (4) hours per officer Friday, Saturday, and Sunday.
5. We require a forty-eight (48) hour notification in order to cancel a job/contract. If enough notice is not given, the employer will be responsible for paying each scheduled officer the required minimum.
6. For officer and public safety, a minimum number of officers per number of attendees at an event is required. We make the determination of how many officers we will require if we accept the job. **This is not a negotiable figure.** In addition, if we receive information that greater numbers of people are expected than was first anticipated, additions will be made in the number of officers assigned.
7. Any time more than four officers are required for an event, the fifth officer will be paid as a supervisor. (Examples: If an event requires five (5) officers, four (4) of these officers would be paid \$27.53 per hour and one (1) would be paid as a supervisor at \$30.28 per hour. If an event requires fifteen (15) officers, three (3) would be supervisors and twelve (12) would be officers.) Note: Supervisors are hired as supervisors. If, for example, only four of the five officers assigned show up, the supervisor must still be paid as a supervisor.
8. Any time more than four supervisors are required for an event, the fifth supervisor will be paid as a manager. (Example: If an event requires twenty-five (25) officers, twenty (20) of these officers would be paid \$27.53 per hour, four (4) of these officers would be paid \$30.28 per hour, and one (1) would be paid \$33.31 per hour.) Note: Managers are hired as managers. If, for example, only four of the five supervisors assigned show up, the manager must still be paid as a manager.
8. To ease communications, our staff will deal with one person as a primary contact. One alternate may be selected.
9. **All** schedule changes are to be communicated to the Off-Duty Employment Coordinator, preferably faxed to 498-9382. (Initial requests and cancellations **must** be in writing).
10. Problems with the program or with a deputy should be communicated to the Off-Duty Employment Coordinator or the Off-Duty Employment Supervisor.
11. Officers shall receive compensation for time spent on reports or any other activities resulting from their off-duty employment, including but not limited to report writing, booking evidence and arrests. Sacramento County will not be responsible for paying overtime to officers for any off-duty employment.
12. All authorized off-duty jobs require the private employer's representative to first contact the department's Off-Duty Employment Coordinator (874-5096) with the initial job request. Officers not working in a departmentally sanctioned job are subject to not only disciplinary action, but leave both themselves and their employers open for possible private liability and worker's compensation lawsuits.
13. For one time only jobs, Administrative Fees are due a minimum of 10 days prior to the event. No job will be scheduled until all fees are received.
14. For on-going, long term jobs, a deposit is required before the job is scheduled to start. Thereafter, the Administrative Fees are due 20 days from the invoiced date. A job will be canceled when the account becomes 45 days delinquent.
15. The Sheriff's Department may, at its discretion, cancel any or all Off-Duty jobs at any time due to departmental conflicts.

OFF-DUTY JOB GUIDELINES

Several types of job requests are automatically refused. Following is a list of those jobs.

1. Jobs that are not in the unincorporated areas of Sacramento County (locations within the city limits or other counties, for example).
2. Jobs requesting plain-clothes officers (refer 70 PC).
3. Jobs at commercial businesses, bars, or lounges, inside or outside, whose main source of income is derived from either a "cover charge" or from the sale of alcoholic beverages. (Includes sidewalk and parking lots when the commercial establishment is permanently licensed by Alcoholic Beverage Control).
4. Mobile jobs where an unmarked, private vehicle would be used for patrol or transport. Only marked security vehicles may be used by deputies working off-duty.
5. Jobs with **armed** private security. Note: In cases where officers work with **unarmed** security, private security officers are obligated to take direction from deputies.
6. Jobs involving civil matters (domestic situations, labor disputes, union meetings, landlord/tenant disputes, etc.).
7. Jobs requiring deputies to act in a "bodyguard" capacity.
8. Jobs which constitute a conflict of interest on the part of the officers or the Department.

ELK GROVE COMMUNITY SERVICES DISTRICT
IN PARTNERSHIP

WITH
SACRAMENTO COUNTY SHERIFF'S DEPARTMENT

"ATTACHMENT D"

DISTRICT OWNED SECURITY VEHICLE ESTIMATED COST SHEET

BASE COST – CROWN VICTORIA	\$ 17,000
800 MHZ RADIO	\$ 3,704
PUSH BAR, SCREEN, LIGHTBAR	\$ 7,756
CENTER STORAGE CONSOLE	\$ 180
DECALS	\$ 550
INSTALLATION COSTS	\$ 2810
<u>TOTAL:</u>	<u>\$ 32,000</u>